

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

**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

*The Coca-Cola Company*

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation or Organization)

**58-0628465**  
(I.R.S. Employer Identification No.)

**One Coca-Cola Plaza  
Atlanta, Georgia 30313  
(404) 676-2121**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Coca-Cola Enterprises Inc. 1997 Stock Option Plan  
Coca-Cola Enterprises Inc. 1999 Stock Option Plan  
Coca-Cola Enterprises Inc. 2001 Restricted Stock Award Plan  
Coca-Cola Enterprises Inc. 2001 Stock Option Plan  
Coca-Cola Enterprises Inc. 2004 Stock Award Plan  
Coca-Cola Enterprises Inc. 2007 Incentive Award Plan  
(Full title of plans)

**Geoffrey J. Kelly, Esq.**  
**Senior Vice President and General Counsel**  
**The Coca-Cola Company**  
**One Coca-Cola Plaza**  
**Atlanta, Georgia 30313**  
**(404) 676-2121**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**With a copy to:**

**Richard B. Aftanas, Esq.**  
Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, NY 10036  
(212) 735-3000

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

(Check one):

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of Securities to Be Registered	Amount to Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Class A common stock, par value \$0.25	9,000,000	\$ 58.52	\$ 526,680,000	\$ 37,553

(1) This registration statement, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), covers an indeterminate number of additional shares of Common Stock with respect to the shares registered hereunder in the event of a stock split, stock dividend or similar transaction.

(2) Estimated solely for the purpose of computing the registration fee pursuant to Rule 457(h), based on the average of the high and low prices of the Common Stock of The Coca-Cola Company on September 24, 2010, as reported on the New York Stock Exchange.

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## **PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

### ***Item 3. Incorporation of Documents by Reference***

The following documents have been previously filed by The Coca-Cola Company (the “Company”) with the Securities and Exchange Commission and are hereby incorporated by reference into this registration statement as of their respective dates:

- (a) our Annual Report on Form 10-K for the year ended December 31, 2009 (filed on February 26, 2010);
- (b) our Quarterly Reports on Form 10-Q for the three months ended April 2, 2010 (filed on April 29, 2010) and the three months ended July 2, 2010 (filed on August 2, 2010);
- (c) our Current Reports on Form 8-K filed on February 18, 2010, March 3, 2010, March 22, 2010, April 26, 2010, June 7, 2010, July 30, 2010, August 24, 2010, August 27, 2010, September 7 and September 27, 2010; and
- (d) the descriptions of the common stock set forth in our registration statements filed pursuant to Section 12 of the Exchange Act, and any amendment or report filed for the purpose of updating those descriptions.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement that indicates that all securities offered hereunder have been sold or that deregisters all such securities then remaining unsold shall be deemed to be incorporated by reference into this registration statement and to be a part hereof from the date of the filing of such documents.

### ***Item 4. Description of Securities.***

Inapplicable.

### ***Item 5. Interests of Named Experts and Counsel.***

Inapplicable.

### ***Item 6. Indemnification of Directors and Officers.***

Set forth below is a description of certain provisions of the restated certificate of incorporation, as amended, and by-laws of The Coca-Cola Company (the “registrant”) and the General Corporation Law of the State of Delaware (“DGCL”), as such provisions relate to the indemnification of the directors and officers of the registrant. This description is intended only as a summary and is qualified in its entirety by reference to the restated certificate of incorporation, as amended, the by-laws and the DGCL.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative, or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys’ fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be

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granted by a corporation’s certificate of incorporation, as amended, by-laws, disinterested director vote, stockholder vote, agreement, or otherwise.

As permitted by the DGCL, the registrant’s restated certificate of incorporation, as amended, provides that directors will not be personally liable to the registrant or its shareowners for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director’s duty of loyalty to the registrant or its shareowners,
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- under Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions), or
- for any transaction from which the director derived any improper personal benefit.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of the registrant’s directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Article VII of the registrant’s by-laws provides that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the registrant) by reason of the fact that he is or was a director, officer, employee, or agent of the registrant, or is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the registrant, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding the foregoing, except with respect to a proceeding to enforce rights to indemnification or advancement of expenses under Article VII, the registrant is required to indemnify a person under this Article VII in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the registrant.

The registrant will also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the registrant to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the registrant, or is or was serving at the request of the registrant, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the registrant and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the registrant unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Article VII of the by-laws further provides that the registrant may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the registrant. The registrant has

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purchased directors' and officers' liability insurance covering many of the possible actions and omissions of persons acting or failing to act in such capacities.

Article VII of the by-laws also provides that the registrant shall have the power to enter into indemnification agreements with any director, officer, employee or agent of the registrant in furtherance of the provisions of Article VII.

**Item 7. Exemptions from Registration Claimed.**

Inapplicable.

**Item 8. Exhibits.**

The exhibits to this registration statement are listed in the exhibit index that immediately precedes such exhibits and is incorporated herein by reference.

**Item 9. Undertakings**

(a) The Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

*provided, however*, that paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question as to whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 1st day of October, 2010.

**THE COCA-COLA COMPANY**

By: /s/ Gary P. Fayard  
 Name: Gary P. Fayard  
 Title: Executive Vice President and  
 Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dated indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>Muhtar Kent</u>	Chairman, Board of Directors, Chief Executive Officer and a Director (Principal executive officer)	October 1, 2010
<u>/s/ Gary P. Fayard</u> Gary P. Fayard	Executive Vice President and Chief Financial Officer (Principal financial officer)	October 1, 2010
<u>/s/ Kathy N. Waller</u> Kathy N. Waller	Vice President and Controller (Principal accounting officer)	October 1, 2010
* <u>Herbert A. Allen</u>	Director	October 1, 2010
* <u>Ronald W. Allen</u>	Director	October 1, 2010
* <u>Cathleen P. Black</u>	Director	October 1, 2010
* <u>Barry Diller</u>	Director	October 1, 2010
* <u>Alexis M. Herman</u>	Director	October 1, 2010
* <u>Donald R. Keough</u>	Director	October 1, 2010
* <u>Maria Elena Lagomasino</u>	Director	October 1, 2010
* <u>Donald F. McHenry</u>	Director	October 1, 2010

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>Sam Nunn</u>	Director	October 1, 2010
* <u>James D. Robinson III</u>	Director	October 1, 2010
* <u>Peter V. Ueberroth</u>	Director	October 1, 2010
* <u>Jacob Wallenberg</u>	Director	October 1, 2010
* <u>James B. Williams</u>	Director	October 1, 2010

\*By: /s/ Gloria K. Bowden  
 Gloria K. Bowden  
 Attorney-in-Fact

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP
23.1	Consent of Ernst & Young LLP

24.1	Powers of Attorney
99.1	Coca-Cola Enterprises Inc. 1997 Stock Option Plan
99.2	Coca-Cola Enterprises Inc. 1999 Stock Option Plan
99.3	Coca-Cola Enterprises Inc. 2001 Restricted Stock Award Plan
99.4	Coca-Cola Enterprises Inc. 2001 Stock Option Plan
99.5	Coca-Cola Enterprises Inc. 2004 Stock Award Plan
99.6	Coca-Cola Enterprises Inc. 2007 Incentive Award Plan

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Letterhead of Skadden, Arps, Slate, Meagher &amp; Flom LLP

October 1, 2010

The Coca-Cola Company  
One Coca-Cola Plaza  
Atlanta, Georgia 30313

Re: The Coca-Cola Company Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to The Coca-Cola Company, a Delaware corporation (the "Company"), in connection with the preparation of the Company's Registration Statement on Form S-8 in the form to be filed with the Securities and Exchange Commission (the "Commission") on the date hereof (the "Registration Statement") for the purpose of registering with the Commission, under the Securities Act of 1933, as amended (the "Securities Act"), the issuance of up to an additional aggregate of 9,000,000 shares (the "Shares") of the Company's common stock, par value \$0.25 per share (the "Common Stock"), issuable pursuant to the Coca-Cola Enterprises Inc. 1997 Stock Option Plan, the Coca-Cola Enterprises Inc. 1999 Stock Option Plan, the Coca-Cola Enterprises Inc. 2001 Restricted Stock Award Plan, the Coca-Cola Enterprises Inc. 2001 Stock Option Plan, the Coca-Cola Enterprises Inc. 2004 Stock Award Plan, the Coca-Cola Enterprises Inc. 2007 Incentive Award Plan and the Coca-Cola Enterprises Inc. Stock Deferral Plan (the "CCE Plans").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement; (ii) the CCE Plans; (iii) the Restated Certificate of Incorporation of the Company as currently in effect, certified by the Secretary of the Company; (iv) the By-Laws of the Company as currently in effect, certified by the Secretary of the Company; (v) a specimen certificate representing the Common Stock; and (vi) certain resolutions adopted on February 24, 2010 by the Board of Directors of the Company relating to the Shares, the filing of the Registration Statement and certain related matters. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

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In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. In making our examination of executed documents, we have assumed that the parties thereto, other than the Company, had the power, corporate or other, to enter into and perform all obligations thereunder and we have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts material to the opinion expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Company and others.

We have assumed that each award agreement setting forth the terms of each grant of options exercisable for Shares or other award of Shares under the CCE Plans is consistent with the CCE Plans, duly authorized, and if applicable, validly executed and delivered by the parties thereto, and that the Shares subject to such grants or awards will be issued in accordance with the terms of the CCE Plans for consideration in an amount at least equal to the par value of such Shares. We also understand that the Board of Directors of the Company, as permitted by Section 158 of the Delaware General Corporation Law, has provided that the Shares issued will be issued in uncertificated form.

Our opinions set forth herein are limited to Delaware corporate law. The Shares may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date hereof, which laws are subject to change with possible retroactive effect.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that the Shares have been duly authorized for issuance by the Company and, when such Shares are issued, delivered and paid for in full in accordance with the terms and conditions of the CCE Plans and any applicable award agreement, and registered in the share registry books maintained by the Company's registrar for the Common Stock, such Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 1997 Stock Option Plan, 1999 Stock Option Plan, 2001 Restricted Stock Award Plan, 2001 Stock Option Plan, 2004 Stock Award Plan, and 2007 Incentive Award Plan of Coca-Cola Enterprises Inc. of our reports dated February 26, 2010, with respect to the consolidated financial statements of The Coca-Cola Company, and the effectiveness of internal control over financial reporting of The Coca-Cola Company, included in its Annual Report (Form 10-K) for the year ended December 31, 2009, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

Atlanta, Georgia

September 29, 2010

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## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, MUHTAR KENT, Chairman, Board of Directors, Chief Executive Officer and a Director of The Coca-Cola Company (the "Company"), do hereby appoint GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29<sup>th</sup> day of September, 2010.

/s/ Muhtar Kent

Muhtar Kent  
Chairman, Board of Directors, Chief  
Executive Officer and Director

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, HERBERT A. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Herbert A. Allen

Herbert A. Allen  
Director

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, RONALD W. ALLEN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29<sup>th</sup> day of September, 2010.

/s/ Ronald W. Allen

Ronald W. Allen  
Director

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, CATHLEEN P. BLACK, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.



IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Cathleen P. Black  
Cathleen P. Black  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, BARRY DILLER, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29<sup>th</sup> day of September, 2010.

/s/ Barry Diller  
Barry Diller  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, ALEXIS M. HERMAN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29<sup>th</sup> day of September, 2010.

/s/ Alexis M. Herman  
Alexis M. Herman  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, DONALD R. KEOUGH, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Donald R. Keough  
Donald R. Keough  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, MARIA ELENA LAGOMASINO, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Maria Elena Lagomasino  
Maria Elena Lagomasino  
Director

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#### POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, DONALD F. MCHENRY, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Donald F. McHenry  
Donald F. McHenry  
Director

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#### POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, SAM NUNN, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ Sam Nunn  
Sam Nunn  
Director

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#### POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, JAMES D. ROBINSON III, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 29<sup>th</sup> day of September, 2010.

/s/ James D. Robinson III

James D. Robinson III  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, Peter V. Ueberroth, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 23<sup>rd</sup> day of September, 2010.

/s/ Peter V. Ueberroth

Peter V. Ueberroth  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, JACOB WALLENBERG, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 27<sup>th</sup> day of September, 2010.

/s/ Jacob Wallenberg

Jacob Wallenberg  
Director

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT I, JAMES B. WILLIAMS, a Director of The Coca-Cola Company (the "Company"), do hereby appoint MUHTAR KENT, Chairman of the Board, Chief Executive Officer and a Director of the Company, GARY P. FAYARD, Executive Vice President and Chief Financial Officer of the Company, GEOFFREY J. KELLY, Senior Vice President and General Counsel of the Company, and GLORIA K. BOWDEN, Associate General Counsel and Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name for the purpose of executing on my behalf (i) the Company's Registration Statement on Form S-8, or any amendments or supplements thereto, for the registration of Common Stock, par value \$.25 per share, of the Company in accordance with the authorization of the Board of Directors; (ii) any application for registration or qualification (or exemption therefrom) of such securities under the Blue Sky or other federal or state securities laws and regulations or the laws and regulations of any governmental entity outside the United States of America; and (iii) any other document or instrument deemed necessary or appropriate by any of them in connection with such application for registration or qualification (or exemption therefrom); and for the purpose of causing any such registration statement or any subsequent amendment or supplement to such registration statement to be filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 20<sup>th</sup> day of September, 2010.

/s/ James B. Williams

James B. Williams  
Director

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# *Coca-Cola Enterprises Inc.*

## 1997 Stock Option Plan

### Section 1. Purpose

The purpose of the 1997 Stock Option Plan (the "Plan") is to advance the interest of Coca-Cola Enterprises Inc. (the "Company") and its Subsidiaries (as defined in Section 4) by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees through grants of stock options ("Options").

### Section 2. Administration

The Plan shall be administered by a Compensation Committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") from among its members and shall be comprised of not fewer than two members who shall be "nonemployee directors" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"), and the regulations thereunder.

The Committee shall determine the persons to whom and the times at which Options will be granted, the number of shares to be subject to each Option, the duration of each Option, the times within which the Option may be exercised, the cancellation of the Option (with the consent of the holder thereof) and the other conditions of the grant of an Option. The Committee, however, may delegate, from time to time, to the Chief Executive Officer the authority to make Awards under the Plan or to extend the period for exercise of Options awarded under the Plan, unless such delegation would jeopardize the benefits of Section 162(m) of the Internal Revenue Code or regulations thereunder. Conditions of the grants of Options need not be the same with respect to each optionee or with respect to each Option.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations for the proper administration of the Plan, may make interpretations and take other action in relation to the Plan as it deems necessary or advisable. Each interpretation or other action made or taken pursuant to the Plan shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Subsidiaries, the Committee, the Board, the affected optionees, and their respective successors in interest.

In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act in connection with the Plan or any Option granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee member or members did not act in good faith and in a manner he, she or they reasonably believed to be in or not opposed to the best interest of the Company.

### Section 3. Stock

The stock to be issued under the Plan shall be shares of common stock, \$1 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued Stock or from shares of Stock held by the Company in its treasury. The total number of shares of Stock that may be issued under the Plan pursuant to Options granted hereunder shall not exceed 5,433,000. Stock subject to any unexercised portion of an Option which expires or is canceled, surrendered or terminated for any reason may again be subject to Options granted under the Plan. Stock received in payment upon the exercise of an Option may not be the subject of a subsequent Option.

### Section 4. Eligibility

Options may be granted to executive officers, other persons in the senior executive band, and in the executive band, branch managers, sales center managers, and other officers and management employees (including non-employee officers) of the Company and its Subsidiaries. "Subsidiary" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 25% or more of the voting stock or capital at the time of the granting of such Option.

No person shall be granted the right to acquire pursuant to Options granted under the Plan more than 20% of the aggregate number of shares of Stock originally authorized for issuance under the Plan.

### Section 5. Awards of Options

(a) **Option Price.** The option price shall be 100% or more of the fair market value of the Stock on the date of grant. The fair market value of shares of Stock shall be computed on the basis of the average of the high and low market prices at which a share of Stock shall have been sold on the date for which the valuation is made, or on the next preceding trading day if such date was not a trading day, as reported on the New York Stock Exchange Composite Transactions listing, or as otherwise determined by the Committee.

(b) **Payment.** The option price shall be paid in full at the time of exercise. No shares shall be issued until full payment has been received therefor. Payment may be made in cash or, with the prior approval of and upon the conditions established by the Committee, by other means, including delivery of shares of Stock owned by the optionee.

(c) **Duration of Options.** Subject to the provisions of Section 9 and the terms of the Option, the duration of Options shall be 10 years from date of grant.

(d) **Time Period for Exercise of Option.** Subject to the provisions of Section 9 and terms of the Option, an Option shall be exercisable, in whole or in part, within such time periods as established on the date of grant by the Committee, or, when applicable, the Chief Executive Officer.

(e) **Other Terms and Conditions.** Options may contain such other provisions, as the Committee shall determine appropriate from time to time. The grant of an Option to any officer or employee shall not affect in any way the right of the Company and any Subsidiary to terminate the relationship between the Company or Subsidiary and the optionee.

(f) **Options Granted to International Optionees.** Options granted to an optionee who is subject to the laws of a country other than the United States of America may contain terms and conditions inconsistent with provisions of the Plan (except those necessary to retain the benefits of Section 162(m) of the Internal Revenue Code), or may be granted under such supplemental documents, as required under such laws.

(g) **Withholding.** The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the optionee the amount of any federal, state or local taxes required by law to be withheld with respect to the Stock subject to such Award.

## **Section 6. Replacement**

The Committee from time to time may permit an optionee under the Plan to surrender for cancellation any unexercised outstanding stock option or stock appreciation rights of the Company and receive in exchange from the Company either shares of Stock, an option for such number of shares of Stock, or both, in amounts and with features as designated by the Committee.

## **Section 7. Extension of the Terms of Options**

The Committee may extend the duration of any Option for a period not to exceed one year without changing the option price and on such other terms and conditions as the Committee may deem advisable unless such extension or change would result in less favorable tax treatment than the optionee would have received under the original option.

## **Section 8. Nontransferability of Option**

An Option granted pursuant to the Plan shall not be transferable otherwise than by will or by the laws of descent and distribution or pursuant to a domestic relations order, as defined by the Internal Revenue Code, unless otherwise determined by the Committee. Certificate(s) representing the shares of Stock issued upon exercise of an Option shall be issued only in the name of the optionee or in the name of such optionee's duly authorized representative. With the exception of any Option transferred pursuant to a qualified domestic relations order, Options shall be exercisable, during the lifetime of an optionee, only by the optionee personally or by the optionee's legal representative. With respect to any Option transferred pursuant to a qualified domestic relations order, any such Option shall be exercisable only by the designated transferee personally or the designated transferee's legal representative.

## **Section 9. Effect of Termination of Employment**

### **(a) Retirement and Disability.**

(i) The Committee, in its sole discretion, may cause all outstanding Options held by an optionee upon his or her retirement or disability to become immediately exercisable.

(ii) All Options exercisable upon retirement or disability of an optionee (whether due to Committee action or otherwise) or becoming exercisable thereafter shall expire no later than 36 months from the date of such optionee's retirement or disability; provided, however, that if the optionee dies within two years after the optionee's retirement or disability, the Options shall expire 12 months after his or her death, unless the Committee determines otherwise.

### **(b) Death While Employed.**

Upon the death of an optionee prior to termination of employment, all outstanding Options held by such employee expire no later than 12 months after the employee's death, unless the Committee determines otherwise.

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### **(c) Other Termination of Employment.**

(i) Upon the termination of employment of an optionee other than the death, disability or retirement of the optionee ("Other Termination of Employment"), then the Committee, in its sole discretion, may cause all outstanding nonexercisable Options held by such optionee to become immediately exercisable.

(ii) All Options exercisable upon the Other Termination of Employment (whether due to Committee action or otherwise) or becoming exercisable thereafter, shall expire no later than six months after the Other Termination of Employment, unless the Committee determines otherwise.

### **(d) Definitions and other Determinations.**

(i) For purposes of this Section 9, "retirement" means an optionee's voluntary termination of employment on a date which is on or after the earliest date on which such optionee would be eligible for an immediately payable benefit pursuant to the terms of the defined benefit pension plan sponsored by the Company or a Subsidiary in which the optionee participates. If the optionee does not participate in such a plan, the date shall be determined as if the optionee participated in the Company's defined benefit plan covering the majority of its nonbargaining employees in the United States. With respect to nonemployee officers, "retirement" means termination of services as an officer at or after age 55. Notwithstanding the foregoing, options may contain such other definitions of "retirement," as the Committee determines appropriate.

(ii) For purposes of this Section 9, "disability" shall be determined according to the definition of "disability," in effect at the time of the determination, in the defined benefit pension plan sponsored by the Company or a Subsidiary in which the optionee participates. If the optionee does not participate in such a plan, the definition shall be determined as if the optionee participated in the Company's defined benefit plan covering the majority of its nonbargaining employees in the United States.

(iii) For purposes of this Section 9, an optionee's employment shall not be deemed to have terminated if the optionee obtains immediate employment with certain affiliates of the Company, as defined in an Option, and termination from such subsequent employment shall be deemed a termination from the Company, unless the optionee obtains immediate reemployment with the Company or its Subsidiaries.

## **Section 10. No Rights as a Share Owner**

An Optionee or a transferee of an Option shall have no right as a share owner with respect to any Stock covered by an Option or receivable upon the exercise of an Option until the optionee or transferee shall have become the holder of record of such Stock. No adjustments shall be made for dividends in cash or other property (except for share dividends) or other distributions or rights in respect of such Stock for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder of record of the share of Stock acquired pursuant to the Option.

## **Section 11. Adjustment in the Number of Shares and in Option Price**

In the event there is any change in the shares of Stock through the declaration of stock dividends or stock splits or through recapitalization or merger, share exchange, consolidation, combination of shares or otherwise, the Committee or the Board shall make such adjustment, if any, as it may deem appropriate in the number of shares of Stock available for Options as well as the number of shares of Stock subject to any outstanding Option and the option price thereof. Any such adjustment may provide for the elimination of any fractional shares which might otherwise become subject to any Option without payment therefor.

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**Section 12. Amendments, Modification and Termination of the Plan**

The Board or the Committee may terminate the Plan in whole or in part, may suspend the Plan in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Options under the laws of various states (including tax laws) or to correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Option granted thereunder, without the approval of the share owners of the Company. However, no action shall be taken without the approval of the share owners of the Company if the Committee determines that the approval of share owners would be necessary to retain the benefits of Section 162(m) of the Internal Revenue Code.

No amendment or termination or modification of the Plan shall in any manner affect any Option theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options theretofore granted upon a finding by the Committee that such amendment or modification is necessary to retain the benefits of Section 162(m) of the Internal Revenue Code or that it is not adverse to the interest of holders of outstanding Options. The Plan shall terminate five years after the date of approval of the Plan by the share owners of the Company unless earlier terminated by the Board or by the Committee.

**Section 13. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

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# *Coca-Cola Enterprises Inc.*

## 1999 Stock Option Plan

### Section 1. Purpose

The purpose of the 1999 Stock Option Plan (the "Plan") is to advance the interest of Coca-Cola Enterprises Inc. (the "Company") and its Subsidiaries (as defined in Section 4) by encouraging and enabling the acquisition of a financial interest in the Company by officers and other key employees through grants of stock options ("Options").

### Section 2. Administration

The Plan shall be administered by a Compensation Committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") from among its members and shall be comprised of not fewer than two members who shall be "nonemployee directors" within the meaning of Rule 16b-3 under the Securities and Exchange Act of 1934, as amended, and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"), and the regulations thereunder.

The Committee shall determine the persons to whom and the times at which Options will be granted, the number of shares to be subject to each Option, the duration of each Option, the times within which the Option may be exercised, the cancellation of the Option (with the consent of the holder thereof) and the other conditions of the grant of an Option. The Committee, however, may delegate to the Chief Executive Officer the authority to make awards under the Plan, to extend the period for exercise of Options awarded or to make such other determinations that the Committee is authorized to make under the Plan, unless such delegation would jeopardize the benefits of Section 162(m) of the Internal Revenue Code or Rule 16b-3 under the Securities and Exchange Act of 1934.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations for the proper administration of the Plan, may make interpretations and take other action in relation to the Plan as it deems necessary or advisable. Each interpretation or other action made or taken pursuant to the Plan shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Subsidiaries, the Committee, the Board, the affected optionees, and their respective successors in interest.

In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act in connection with the Plan or any Option granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee member or members did not act in good faith and in a manner he, she or they reasonably believed to be in or not opposed to the best interest of the Company.

### Section 3. Stock

The stock to be issued under the Plan shall be shares of common stock, \$1 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued Stock or from shares of Stock held by the Company in its treasury. The total number of shares of Stock that may be issued under the Plan pursuant to Options granted hereunder shall not exceed 20,000,000. Stock subject to any unexercised portion of an Option which expires or is canceled, surrendered or terminated for any reason may again be subject to Options granted under the Plan. Stock received in payment upon the exercise of an Option may not be the subject of a subsequent Option.

### Section 4. Eligibility

Options may be granted to executive officers, other persons in the senior executive band, and in the executive band, branch managers, sales center managers, other officers and management employees of the Company and its Subsidiaries, as well as a consultant or other person providing key services to the Company and its Subsidiaries. "Subsidiary" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 25% or more of the voting stock or capital at the time of the granting of such Option.

No person shall be granted the right to acquire pursuant to Options granted under the Plan more than 20% of the aggregate number of shares of Stock originally authorized for issuance under the Plan.

### Section 5. Awards of Options

(a) **Option Price.** The option price shall be 100% or more of the fair market value of the Stock on the date of grant. The fair market value of shares of Stock shall be computed on the basis of the average of the high and low market prices at which a share of Stock shall have been sold on the date for which the valuation is made, or on the next preceding trading day if such date was not a trading day, as reported on the New York Stock Exchange Composite Transactions listing, or as otherwise determined by the Committee.

(b) **Payment.** The option price shall be paid in full at the time of exercise. No shares shall be issued until full payment has been received therefor. Payment may be made in cash or, with the prior approval of and upon the conditions established by the Committee, by other means, including delivery of shares of Stock owned by the optionee.

(c) **Duration of Options.** Subject to the terms of the Option, the duration of Options shall be 10 years from date of grant.

(d) **Other Terms and Conditions.** Options may contain such other provisions, as the Committee shall determine appropriate from time to time, including provisions related to the vesting of Options and the time periods within which an Option shall be exercisable. The grant of an Option to any officer or employee shall not affect in any way the right of the Company and any Subsidiary to terminate the relationship between the Company or Subsidiary and the optionee.

(e) **Options Granted to International Optionees.** Options granted to an optionee who is subject to the laws of a country other than the United States of America may contain terms and conditions inconsistent with provisions of the Plan (except those necessary to retain the benefits of Section 162(m) of the Internal Revenue Code and Rule 16b-3 of the Securities Exchange Act of 1934), or may be granted under such supplemental documents, as required or appropriate under such country's laws.

(f) **Withholding of Taxes.** The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the optionee the amount of any federal, state or local taxes

required by law to be withheld with respect to Options granted hereunder or the Stock acquired pursuant to the exercise of such Options.

#### **Section 6. Replacement**

The Committee from time to time may permit an optionee under the Plan to surrender for cancellation any unexercised outstanding stock option or stock appreciation rights of the Company and receive in exchange from the Company either shares of Stock, an option for such number of shares of Stock, or both, in amounts and with features as designated by the Committee.

#### **Section 7. Extension of the Terms of Options**

The Committee may extend the duration of any Option for a period not to exceed one year without changing the option price and on such other terms and conditions as the Committee may deem advisable unless such extension or change would result in less favorable tax treatment than the optionee would have received under the original option.

#### **Section 8. Transferability of Options**

An Option shall be transferable by will or by the laws of descent and distribution or pursuant to a domestic relations order issued by a court of competent jurisdiction. Further, an Option is transferable to an immediate family member of the optionee under such terms and conditions as may be determined, from time to time, by the Committee. For purposes of this Section 8, an "immediate family member" is defined as the optionee's spouse, child, grandchild, parent or a trust established for the benefit of such family members. With respect to any Option transferred pursuant to the terms of this Section 8, any such Option shall be exercisable only by the designated transferee or the designated transferee's legal representative.

#### **Section 9. Effect of Termination of Employment**

(a) All Options exercisable upon an optionee's termination of employment (whether due to Committee action or otherwise) or becoming exercisable thereafter shall expire in accordance with the terms of such Options, unless the Committee determines otherwise. The Committee, in its sole discretion, may cause all outstanding Options held by an optionee upon his or her termination of employment for any reason, including retirement, death, and disability, to become immediately exercisable.

(b) For purposes of this Section 9, "retirement" means an optionee's voluntary termination of employment on a date which is on or after the earliest date on which such optionee would be eligible for an immediately payable benefit pursuant to the terms of the defined benefit pension plan sponsored by the Company or a Subsidiary in which the optionee participates. If the optionee does not participate in such a plan, the date shall be determined as if the optionee participated in the Company's defined benefit plan covering the majority of its nonbargaining employees in the United States. With respect to nonemployee officers or consultants, "retirement" means termination, or cessation, of services at or after age 55. Notwithstanding the foregoing, Options may contain such other definitions of "retirement," as the Committee determines appropriate.

(c) For purposes of this Section 9, "disability" shall have the same meaning as the definition "disability" in effect at the time of the determination in the defined benefit pension plan sponsored by the Company or a Subsidiary in which the optionee participates. If the optionee does not participate in such a plan or such plan does not define "disability," "disability" shall mean the optionee's inability, by reason of a medically determinable physical or mental impairment, to

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engage in any substantial gainful activity, which condition, in the opinion of a physician approved of by the Committee, is expected to have a duration of not less than one year.

#### **Section 10. No Rights as a Share Owner**

An optionee or a transferee of an Option shall have no right as a share owner with respect to any Stock covered by an Option or receivable upon the exercise of an Option until the optionee or transferee shall have become the holder of record of such Stock. No adjustments shall be made for dividends in cash or other property (except for stock dividends) or other distributions or rights in respect of such Stock for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder of record of the share of Stock acquired pursuant to the Option.

#### **Section 11. Adjustment in the Number of Shares and in Option Price**

In the event there is any change in the shares of Stock through the declaration of stock dividends or stock splits or through recapitalization or merger, share exchange, consolidation, combination of shares or otherwise, the Committee or the Board shall make such adjustment, if any, as it may deem appropriate in the number of shares of Stock available for Options as well as the number of shares of Stock subject to any outstanding Option and the option price thereof. Any such adjustment may provide for the elimination of any fractional shares which might otherwise become subject to any Option without payment therefor.

#### **Section 12. Amendments, Modification and Termination of the Plan**

The Board or the Committee may terminate the Plan in whole or in part, may suspend the Plan in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Options under the laws of various states or countries (including tax laws) or to correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Option granted thereunder. Any such action may be taken without the approval of the share owners of the Company unless the Committee determines that the approval of share owners would be necessary to retain the benefits of Section 162(m) of the Internal Revenue Code.

No amendment or termination or modification of the Plan shall in any manner affect any Option theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options theretofore granted upon a finding by the Committee that such amendment or modification is necessary to retain the benefits of Section 162(m) of the Internal Revenue Code or that it is not adverse to the interest of holders of outstanding Options.

The Plan shall terminate five years after the date of approval of the Plan by the share owners of the Company unless earlier terminated by the Board or by the Committee.

#### **Section 13. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia, United States of America, and construed in accordance therewith.

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**2001 RESTRICTED STOCK AWARD PLAN**  
(As Amended Effective February 17, 2004)

**Section 1. Purpose**

The purpose of the 2001 Restricted Stock Award Plan (the "Plan") is to advance the interest of Coca-Cola Enterprises Inc. (the "Company") and its Subsidiaries (as defined in Section 4) by encouraging officers' and employees' efforts to meet and exceed its business goals through grants of restricted shares of the Company's common stock ("Awards").

**Section 2. Administration**

The Plan shall be administered by a Compensation Committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") from among its members and shall be comprised of not fewer than two members who shall be "disinterested directors" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

The Committee shall determine the persons to whom and the times at which Awards will be granted, the number of shares to be awarded, the times within which the Awards may be subject to or released from forfeiture, the cancellation of any Award (with the consent of the holder thereof), and all other conditions of the Award.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations for the proper administration of the Plan, may make interpretations and may take other action in relation to the Plan as it deems necessary or advisable. Each interpretation or other action made or taken pursuant to the Plan shall be final and conclusive for all purposes and binding upon all persons, including but not limited to the Company, its Subsidiaries, the Committee, the Board, the affected recipients and their respective successors in interest.

In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they may be a party by reason of any action taken or failure to act in connection with the Plan or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding.

**Section 3. Stock**

The stock to be issued under the Plan pursuant to the Awards shall be shares of common stock, \$1 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued common stock of the Company or from shares of Stock held by the Company in its treasury. The total number of shares of Stock that may be issued pursuant to the Awards under the Plan may not exceed 5,000,000 shares. Shares subject to awards forfeited shall

not be available for subsequent issuance under the Plan.

**Section 4. Eligibility**

Awards may be granted to officers (including non-employee officers) and other key employees of the Company and its Subsidiaries. "Subsidiary" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital or profits interest at the time of the granting of an Award.

No recipient shall acquire, pursuant to the Awards granted under the Plan, more than 20% of the aggregate number of shares of Stock issuable pursuant to Awards under the Plan.

**Section 5. Restrictions Upon the Stock**

(a) Awards may contain such provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine to be appropriate at the time of the Award, including conditions that must be satisfied prior to removing forfeiture restrictions and the nontransferability restrictions provided for under Section 6.

(b) Notwithstanding subsection (a), above, Awards made to an individual who is an "executive officer," as defined in Rule 16b-3 under the Securities Exchange Act of 1934, shall contain restrictions upon the Stock that shall not be removed except upon attainment of requisite increases in the fair market value of the Stock, measured from the date on which the Award is made. Such restrictions shall be established by the Committee prior to the date of any Award. Any Stock with respect to which requisite increases have not been attained, in accordance with the terms of the Award, ten years from the date of such grant shall be forfeited to the Company. For purposes of this subsection (b), "fair market value" shall be the average of the high and low trading prices on the applicable trading day or on the next preceding trading day, if such date is not a trading day, as reported on the New York Stock Exchange Composite Transactions listing reflecting composite trading as of 4:00 p.m., Eastern Time, on the trading day, or as otherwise determined by the Committee.

(c) Any Stock for which the conditions of the Award are not met shall be forfeited to the Company.

(d) The grant of an Award to any officer or employee shall not affect in any way the right of the Company or any Subsidiary to terminate the employment relationship between the recipient and the Company or Subsidiary.

**Section 6. Nontransferability of Awards**

Shares of Stock subject to Awards shall not be transferable and shall not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of while the recipient is an officer or employee of the Company or a Subsidiary (as defined in Section 4) unless the restrictions described in Section 5 are removed.

**Section 7. Rights as a Share Owner**

A recipient who receives an Award shall have rights as a share owner with respect to Stock covered by such Award to receive dividends in cash or other property or other distributions or rights in respect to such Stock, and to vote such Stock as the beneficial owner thereof. Notwithstanding the foregoing, in the event that a dividend is payable in Stock, such Stock may, to the extent determined by the Committee, be subject to the same restrictions as the Stock received as an Award.

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## **Section 8. Adjustment in the Number or Kind of Shares**

In the event there is any change in the number or kind of shares of Stock outstanding through the declaration of stock dividends payable in Stock, through stock splits or through recapitalization or merger, share exchange, consolidation, combination of shares or otherwise, the Committee or the Board shall make such adjustment, if any, as it may deem appropriate in the number or kind of shares of Stock subject to an Award, or the number available for Awards.

## **Section 9. Taxes**

(a) If a recipient properly elects within 30 days of the date on which an Award is granted to include in gross income for federal income tax purposes an amount equal to the fair market value (on the date of grant of the Award) of the Stock subject to the Award, such person shall make arrangements satisfactory to the Committee to pay to the Company in the year of such Award any federal, state or local taxes required to be withheld with respect to such shares.

(b) Each recipient who does not make the election described in subsection (a) of this Section shall, no later than the date as of which the restrictions referred to in Section 5 and such other restrictions as may have been imposed as a condition of the Award lapse, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Stock subject to such Award.

(c) If the recipient shall fail to make the tax payments described in this Section 9, the Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the recipient the amount of any federal, state or local taxes required by law to be withheld with respect to the Stock subject to such Award.

## **Section 10. Restrictive Legend and Stock Power**

Each certificate evidencing Stock subject to an Award shall bear an appropriate legend referring to the restrictions applicable to such Award. Any attempt to dispose of Stock in contravention of such restrictions shall be ineffective. The Committee may adopt rules which provide that the certificates evidencing such shares may be held in custody by a bank or other institution, or that the Company may itself hold such shares in custody until the restrictions thereon shall have lapsed and may require as a condition of any Award that the recipient shall have delivered a stock power endorsed in blank relating to the Stock covered by such Award.

## **Section 11. Amendments, Modification and Termination of the Plan**

The Board or the Committee may terminate the Plan in whole or in part, may suspend the Plan in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Awards under the laws of the United States and various states (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to persons who are subject to the provisions of Section 16 of the Securities Exchange Act of 1934, as amended, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Award granted thereunder, without the approval of the share owners of the Company.

However, no such action shall be taken without the approval of the share owners of the Company unless the Committee determines that approval of the share owners would not be necessary to retain the benefits of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or Section 162(m) of the Internal Revenue Code of 1986, as

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amended.

No amendment or termination or modification of the Plan shall in any manner affect Awards theretofore granted without the consent of the recipient unless the Committee has made a determination that an amendment or modification is necessary to retain the benefits of Rule 16b-3 under the Securities and Exchange Act of 1934, as amended, or Section 162(m) of the Internal Revenue Code of 1986, as amended, or that is not adverse to the interest of any persons to whom Awards have theretofore been granted.

The Plan shall terminate when all shares of Stock subject to Awards under the Plan have been issued and are no longer subject to forfeiture under the terms hereof unless earlier terminated by the Board or the Committee.

## **Section 12. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia and construed in accordance therewith.

## **Section 13. Section 16(b) of the Securities Exchange Act of 1934**

Any action taken by the Committee or the Board of Directors pursuant to the Plan, and any provision of the Plan, is null and void if it does not comply with the requirements of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, and would otherwise result in liability under Section 16(b) of that Act.

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# *Coca-Cola Enterprises Inc.*

## 2001 Stock Option Plan

### Section 1. Purpose

The purpose of the 2001 Stock Option Plan (the "Plan") is to advance the interest of Coca-Cola Enterprises Inc. (the "Company") and its Subsidiaries (as defined in Section 4) by encouraging and enabling the acquisition of a financial interest in the Company by officers, management employees and other key individuals through grants of stock options ("Options").

### Section 2. Administration

The Plan shall be administered by a Compensation Committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") from among its members and shall be comprised of not fewer than two members who shall be "nonemployee directors" within the meaning of Rule 16b-3 under the Securities and Exchange Act of 1934, as amended, and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"), and the regulations thereunder.

The Committee shall determine the persons to whom and the times at which Options will be granted, the number of shares to be subject to each Option, the duration of each Option, the times within which the Option may be exercised, the cancellation of the Option (with the consent of the holder thereof) and the other conditions of the grant of an Option.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations for the proper administration of the Plan, may make interpretations and take other action in relation to the Plan as it deems necessary or advisable. Each interpretation or other action made or taken pursuant to the Plan shall be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, its Subsidiaries, the Committee, the Board, the affected optionees, and their respective successors in interest.

In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act in connection with the Plan or any Option granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding.

### Section 3. Stock

The stock to be issued under the Plan shall be shares of common stock, \$1 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued Stock or from shares of Stock held by the Company in its treasury. The total number of shares of Stock that may be issued under the Plan pursuant to Options granted hereunder shall not exceed 40,000,000. Stock subject to any unexercised portion of an Option which expires or is canceled, surrendered or terminated for any reason may again be subject to Options granted under the Plan. Stock received in payment upon the exercise of an Option may not be the subject of a subsequent Option.

### Section 4. Eligibility

Options may be granted to officers, other key employees of the Company and its Subsidiaries, as well as to consultants, directors or other persons providing key services to the Company of its Subsidiaries. "Subsidiary" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital or profits interest at the time of the granting of such Option.

No person shall be granted the right to acquire pursuant to Options granted under the Plan more than 20% of the aggregate number of shares of Stock originally authorized for issuance under the Plan.

### Section 5. Awards of Options

(a) **Option Price.** The option price shall be 100% or more of the fair market value of the Stock on the date of grant. The fair market value of shares of Stock shall be computed on the basis of the average of the high and low market prices at which a share of Stock shall have been sold on the date for which the valuation is made, or on the next preceding trading day if such date was not a trading day, as reported on the New York Stock Exchange Composite Transactions listing reflecting composite trading as of 4:00 p.m., Eastern Time on the trading day, or as otherwise determined by the Committee.

(b) **Payment.** The option price shall be paid in full at the time of exercise. No shares shall be issued until full payment has been received therefor. Payment may be made in cash or by other means, including delivery of shares of Stock owned by the optionee.

(c) **Duration of Options.** Subject to the terms of the Option, the duration of Options shall be 10 years from date of grant.

(d) **Other Terms and Conditions.** Options may contain such other provisions as the Committee shall determine appropriate from time to time, including provisions related to the vesting of Options and the time periods within which an Option shall be exercisable. The grant of an Option to any officer or employee shall not affect in any way the right of the Company and any Subsidiary to terminate the relationship between the Company or Subsidiary and the optionee.

(e) **Options Granted to International Optionees.** Options granted to an optionee who is subject to the laws of a country other than the United States of America may contain terms and conditions inconsistent with provisions of the Plan or may be granted under such supplemental documents, as required or appropriate under such country's laws.

(f) **Withholding of Taxes.** The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the optionee the amount of any federal, state or local taxes required by law to be withheld with respect to Options granted hereunder or the Stock acquired pursuant to the exercise of such Options.

### Section 6. Extension of the Terms of Options

The Committee may extend the duration of any Option for a period not to exceed one year without changing the option price and on such other terms and conditions as the Committee may deem advisable unless either the authority granted under this Section 6 or the exercise of such authority would result in less favorable tax treatment than the optionee would have received under the original option or is prohibited by the securities laws of the country within which the grant was originally made.

#### **Section 7. Nontransferability of Options**

An Option shall not be transferable except as follows: An Option shall be transferable by will or by the laws of descent and distribution or pursuant to a domestic relations order issued by a court of competent jurisdiction. Further, an Option is transferable to an immediate family member of the optionee under such terms and conditions as may be determined, from time to time, by the Committee. For purposes of this Section 8, an "immediate family member" is defined as the optionee's spouse, child, grandchild, parent or a trust established for the benefit of such family members. With respect to any Option transferred pursuant to the terms of this Section 8, any such Option shall be exercisable only by the designated transferee or the designated transferee's legal representative.

#### **Section 8. No Rights as a Share Owner**

An optionee or a transferee of an Option shall have no right as a share owner with respect to any Stock covered by an Option or receivable upon the exercise of an Option until the optionee or transferee shall have become the holder of record of such Stock. No adjustments shall be made for dividends in cash or other property (except for stock dividends) or other distributions or rights in respect of such Stock for which the record date is prior to the date on which the optionee or transferee shall have in fact become the holder of record of the share of Stock acquired pursuant to the Option.

#### **Section 9. Adjustment in the Number or Kind of Shares and in Option Price**

In the event there is any change in the shares of Stock through the declaration of stock dividends payable in Stock or stock splits or through recapitalization or merger, share exchange, consolidation, combination of shares or otherwise, the Committee or the Board shall make such adjustment, if any, as it may deem appropriate in the number or kind of shares of Stock available for Options, as well as the number or kind of shares of Stock subject to any outstanding Option and the option price thereof. Any such adjustment may provide for the elimination of any fractional shares which might otherwise become subject to any Option without payment therefor.

#### **Section 10. Amendments, Modification and Termination of the Plan**

The Board or the Committee may terminate the Plan in whole or in part, may suspend the Plan in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed

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necessary or desirable to qualify the Options under the laws of various states or countries (including tax laws) or to correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Option granted thereunder. Any such action may be taken without the approval of the share owners of the Company unless the Committee determines that the approval of share owners would be necessary to retain the benefits of Section 162(m) of the Internal Revenue Code.

No amendment or termination or modification of the Plan shall in any manner affect any Option theretofore granted without the consent of the optionee, except that the Committee may amend or modify the Plan in a manner that does affect Options theretofore granted upon a finding by the Committee that such amendment or modification is necessary to retain the benefits of Section 162(m) of the Internal Revenue Code or that it is not adverse to the interest of holders of outstanding Options.

The Plan shall terminate when all shares of Stock subject to Options under the Plan have been issued and are no longer subject to forfeiture unless earlier terminated by the Board or the Committee.

#### **Section 11. Governing Law**

The Plan and all determinations made and actions taken pursuant thereto shall be governed by the laws of the State of Georgia, United States of America, and construed in accordance therewith.

#### **Section 12. Section 16(b) of the Securities Exchange Act of 1934**

Any action taken by the Committee or the Board of Directors pursuant to the Plan, and any provision of the Plan, is null and void if it does not comply with the requirements of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, and would otherwise result in liability under Section 16(b) of that Act.

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**COCA-COLA ENTERPRISES INC.**  
**2004 STOCK AWARD PLAN**  
**(As Amended Effective December 31, 2008)**

1. **Purpose.** The purpose of this 2004 Stock Award Plan (the "Plan") is to assist Coca-Cola Enterprises Inc. (the "Company"), and its Subsidiaries in attracting, retaining, and rewarding high-quality executives, employees, and other persons who provide services to the Company and/or its Subsidiaries, enabling such persons to acquire or increase a proprietary interest in the Company in order to strengthen the mutuality of interests between such persons and the Company's shareowners, and providing such persons with annual and long-term performance incentives to expend their maximum efforts in the creation of shareowner value.

2. **Definitions.** For purposes of the Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1, above:

(a) "Award" means any Option, SAR, Restricted Stock, and Deferred Stock Units granted under this Plan.

(b) "Beneficiary" means the person, persons, trust or trusts which have been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the benefits specified under the Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted under Section 10(a). If, upon a Participant's death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive such benefits.

(c) "Board" means the Company's Board of Directors.

(d) "Change in Control" means the occurrence of any of the circumstances described below in subparagraphs (i) through (iv):

(i) If any "person", except for:

the Company or any Subsidiary of the Company;

a trustee or other entity holding securities under any employee benefit plan of the Company or any Subsidiary of the Company; and

The Coca-Cola Company, but only to the extent of its "current ownership"

is or becomes the "beneficial owner" directly or indirectly, of securities of the Company representing more than 20% of the combined total voting power of the Company's then-outstanding securities.

*As used in this definition of "change in control"*

*"person" is used as defined in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (as amended);*

*"beneficial owner" is used as defined in Rule 13d-3 of the Securities Exchange Act of 1934 (as amended), and*

*"current ownership" of The Coca-Cola Company means that entity's direct and indirect beneficial ownership of no more than an aggregate of 168,956,718 shares of the Company's common stock (including shares of the Company's common stock issuable upon the exercise, exchange or conversion of securities exercisable or exchangeable for, or convertible into, shares of the Company's common stock), the aggregate number being subject to adjustment for*

*subsequent stock splits or dividends payable in stock that are applicable to all shares of the Company's common stock.*

(ii) If during any period of two consecutive years,

the individuals constituting the Board of Directors of the Company at the beginning of the two-year period; and any new Director — except for a director designated by a person who has entered into an agreement with the Company to effect a "change in control" described in (a), (c) or (d) — whose election by the Board or nomination for election by the Company's shareowners was approved by a vote of at least two-thirds of the Directors then still in office who were either directors at the beginning of the two-year period or whose election or nomination for election was previously so approved

cease for any reason to constitute at least a majority of the Board.

(iii) If the shareowners of the Company approve a merger, consolidation or share exchange with any other "person", other than:

a merger, consolidation or share exchange that would result in the voting securities of the Company outstanding immediately prior to such event continuing to represent (either by remaining outstanding or being converted into voting securities of either

(A) the surviving entity or

(B) another entity that owns, directly or indirectly, the entire voting interest in the surviving entity (the "parent"))

more than 50% of the voting power of the voting securities of the Company or the surviving entity (or its "parent") outstanding immediately after such event; or

a merger or consolidation effected to implement a recapitalization of the Company in which no "person" acquires more than 30% of the combined voting power of the Company's then-outstanding securities;

then, a "change in control" shall have occurred immediately prior to such merger, consolidation or share exchange.

(iv) The shareowners of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (or any transaction having a similar effect).

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

(f) "Committee" means not less than two members of the Governance and Compensation Committee of the Board, each of whom shall be (i) a "disinterested

director” within the meaning of Rule 16b-3 under the Exchange Act, unless administration of the Plan by “disinterested directors” is not then required in order for exemptions under Rule 16b-3 to apply to transactions under the Plan, and (ii) an “outside director” as defined under Code Section 162(m), unless the action taken pursuant to the Plan is not required to be taken by “outside directors” in order to qualify for tax deductibility under Code Section 162(m).

(g) “Covered Employee” shall have the same meaning as “Covered Employee” under Code Section 162(m) and regulations thereunder.

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(h) “Deferred Stock Unit” means a right, granted to a Participant under Section 6(e), to receive Stock, cash or a combination at the end of a specified deferral period.

(i) “Dividend Equivalents” means an amount credited under a Participant’s Deferred Stock Unit Award, which amount is equal to the dividends paid on the Stock, determined as if the Deferred Stock Unit were shares of Stock on the record date of any such dividend.

(j) “Interest Credit” means an amount credited under a Participant’s Deferred Stock Award, which amount is based on the annual rate equivalent to the weighted average prime lending rate of SunTrust Bank, Atlanta for the relevant calendar year or portion of the calendar year.

(k) “Effective Date” means May 1, 2004, subject to the approval of the shareowners of the Company.

(l) “Eligible Person” means directors, Executive Officers, other officers and employees of the Company or of any Subsidiary, as well as other persons providing key services to the Company or a Subsidiary.

(m) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.

(n) “Executive Officer” means an executive officer of the Company as defined under the Exchange Act.

(o) “Fair Market Value” means the Fair Market Value of Stock, Awards or other property as determined by the Committee or under procedures established by the Committee. Unless otherwise determined by the Committee, the Fair Market Value of Stock shall be the average of the high and low market prices at which a share of Stock shall have been sold on the date for which the determination is made, or on the next preceding day if such date was not a trading day, as reported on the New York Stock Exchange Composite Listing reflecting composite trading as of 4:00 p.m., Eastern Time on the trading day.

(p) “Option” means a right, granted to a Participant under Section 6(b), to purchase Stock or other Awards at a specified price during specified time periods.

(q) “Participant” means a person who has been granted an Award under the Plan which remains outstanding, including a person who is no longer an Eligible Person.

(r) “Performance Award” means an Award, or the right to receive an Award, granted to a Eligible Person under Section 8, which such Award or right shall be subject to the performance criteria specified by the Committee.

(s) “Restricted Stock” means Stock granted to a Participant under Section 6(d), that is subject to certain restrictions and to a risk of forfeiture.

(t) “Rule 16b-3” means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act or any similar law or regulation that may be a successor thereto.

(u) “Stock” means shares of common stock, \$1 par value, of the Company.

(v) “Stock Appreciation Right” or “SAR” means a right granted to a Participant under Section 6(c).

(w) “Subsidiary” means any corporation or other business organization in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital or profits interest at the time of the granting of an Award under this Plan.

### 3. **Administration.**

(a) *Authority of the Committee.* The Plan shall be administered by the Committee. The Committee shall

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have full and final authority, in each case subject to and consistent with the provisions of the Plan, to interpret the provisions of the Plan, select Eligible Persons to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all other matters relating to, Awards, interpret the Plan and Award agreements and correct defects, supply omissions or reconcile inconsistencies therein, ensure that awards continue to qualify under Rule 16b-3, and make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, its Subsidiaries, its shareowners, Participants, Beneficiaries, transferees under Section 10(a) or other persons claiming rights from or through a Participant.

(b) *Limitation of Liability.* In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys’ fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act in connection with the Plan or any Option granted hereunder, and against all amounts paid by them in settlement (provided such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding.

### 4. **Stock Subject to Plan.**

(a) *Overall Number of Shares Available for Delivery.* Subject to adjustment as provided in Section 10(b), the total number of shares of Stock reserved and available for delivery in connection with Awards under the Plan shall be 30,900,000; provided, however, that the total number of shares of Stock with respect to Awards of Options and SARs shall not exceed 24,000,000; and provided, further that the total number of shares of Stock with respect to Awards of Restricted Stock and Deferred Stock Units shall not exceed 6,900,000. The Stock shall be made available from authorized and unissued shares or from Stock held by the Company in its treasury.

Effective April 24, 2007 and subject to adjustment as provided in Section 10(b), the total number of shares of Stock reserved and available for delivery in connection with Awards under the Plan shall be 9,900,000. The Stock shall be made available from authorized and unissued shares or from Stock held by the Company in its treasury.

(b) *Availability of Shares Not Delivered Under Awards.* Shares of Stock subject to an Award under the Plan that is expired, forfeited, settled in cash or otherwise terminated without a delivery of shares to the Participant will again be available for Awards under the Plan. Stock received in payment upon the exercise of an Option may not be the subject of a subsequent Award.

5. *Eligibility; Per-Person Award Limitations.* Awards may be granted under the Plan only to Eligible Persons. Subject to adjustment as provided in Section 10(b), no Eligible Person may be granted Options and SARs under this Plan that, considered together, relate to more than 4,800,000 shares of Stock, and no Eligible Person may be granted Restricted Stock and Deferred Stock Units under this Plan that, considered together, relate to more than 1,380,000 shares of Stock.

6. *Specific Terms of Awards.*

(a) *General.* Awards may be granted on the terms and conditions set forth in this Section 6.

(i) The Committee also may impose on any Award or the exercise, at the date of grant or thereafter (subject to Section 10(d)), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of employment by the Participant and terms permitting a Participant to make elections relating to his or her Award.

(ii) The Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is imposed in the Award agreement, provided, however, that the

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Committee shall not have the discretion to accelerate or defer payment with respect to any Award that is subject to Code Section 409A if the exercise of such discretion would violate Code Section 409A.

(iii) Any Award or the value of any Award made under this Plan may, subject to any requirements of applicable law or regulation and in the Committee's sole discretion, be converted into Deferred Stock Units and subject to Section 6(e) below, provided, however, such conversion shall not be permitted with respect to any Award that is subject to Code Section 409A, nor shall such conversion be permitted if such conversion would violate Code Section 409A.

(iv) Notwithstanding anything in this Plan to the contrary, an Option or SAR shall not be granted to an Eligible Person unless the Stock would constitute "service recipient stock" within the meaning of Treas. Reg. §1.409A-1(b)(5)(iii) with respect to such Eligible Person.

(b) *Options.* The Committee is authorized to grant Options to Eligible Persons on the following terms and conditions:

(i) *Exercise Price.* The exercise price per share of Stock purchasable under an Option shall be determined by the Committee, provided that such exercise price shall be not less than the Fair Market Value of a share of Stock on the date of grant of such Option.

(ii) *Time and Method of Exercise.* Awards of Options may contain such provisions as the Committee shall determine appropriate, including provisions related to the vesting of the Option, the times at which, or the circumstances under which, an Option may be exercised, and the methods by which such exercise price may be paid or deemed to be paid.

(iii) *Duration of Options.* Awards will contain a provision stating the duration of an Option, which duration may not exceed 10 years from the date of grant.

(v) *Options Granted to International Participants.* Options granted an Eligible Person who is subject to the laws of a country other than the United States of America may contain terms and conditions inconsistent with the provisions of this Plan or may be granted under such supplemental documents, as required or appropriate under such country's laws.

(c) *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Eligible Persons on the following terms and conditions:

(i) *Right to Payment.* A SAR shall confer on the Participant to whom it is granted a right to receive, upon exercise t, the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the grant price of the SAR, which payment may be satisfied by delivery of cash or Stock.

(ii) *Other Terms.* The Committee shall determine the terms and conditions of any SAR, including but not limited to, the times at which and the circumstances under which a SAR may be exercised, the method of exercise, the method of settlement, the method by which Stock, if any, will be delivered or deemed to be delivered to Participants.

(d) *Restricted Stock.* The Committee is authorized to grant Restricted Stock to Eligible Persons on the following terms and conditions:

(i) *Grant and Restrictions.* Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, which restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of grant or thereafter.

(ii) *Right as Shareowner.* Except to the extent limited under any Award agreement relating to the Restricted Stock, a Participant granted Restricted Stock shall have all of the rights of a shareowner, including

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the right to vote the Restricted Stock and the right to receive dividends thereon (subject to any mandatory reinvestment or other requirement imposed by the Committee).

(iii) *Certificates for Stock.* Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to applicable restrictions, that the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock.

(iv) *Dividends and Splits.* As a condition to the grant of an Award of Restricted Stock, the Committee may require that any cash dividends paid on a share of Restricted Stock be automatically reinvested in additional shares of Restricted Stock or applied to the purchase of additional Awards under the Plan. Unless otherwise determined by the Committee, Stock distributed in connection with a Stock split or Stock dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed.

(e) *Deferred Stock Units.* The Committee is authorized to grant Deferred Stock Units to Eligible Persons, subject to the following terms and conditions:

(i) *Deferred Stock Unit Credit.* A Deferred Stock Unit shall be recorded in a bookkeeping reserve maintained by the Company as equivalent to the Fair Market Value of a share of the Company's common stock on the date of grant, unless otherwise determined by the Company.

(ii) *Grant and Restrictions.* A Deferred Stock Unit shall be subject to such risk of forfeiture and other conditions as the Committee may impose, which restrictions may lapse, or conditions be satisfied, separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of grant.

(iii) *Dividend Equivalents and Interest Credits.* As specified in the Award agreement, Dividend Equivalents and/or Interest Credits related to a Deferred Stock Unit may also be credited on behalf of a Participant and/or converted to additional Deferred Stock Units.

(iv) *Settlement of Deferred Stock Units and Related Interests.* Deferred Stock Units represent the right to receive Stock, cash, or a combination at the end of a specified deferral period, as specified in the Award agreement or pursuant to the Committee's determination.

#### 7. **Certain Other Provisions Applicable to Awards.**

(a) *Term of Awards.* The term of each Award shall be for such period as may be determined by the Committee; provided that in no event shall the term of any Option or SAR exceed a period of ten years.

(b) *Exemptions from Section 16(b) Liability.* It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt under Rule 16b-3 (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award agreement does not comply with the requirements of Rule 16b-3 as then applicable to any such transaction, unless the Participant shall have acknowledged in writing that a transaction pursuant to such provision is to be non-exempt, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b) of the Exchange Act.

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(c) *Cancellation of Awards.* Unless the Award agreement specifies otherwise, the Committee may cancel any unexpired, unpaid, or deferred Awards at any time, if the Participant is not in compliance with all applicable provisions of the Award agreement and the Plan including the following conditions:

(i) *Noncompetition.* A Participant shall not render services for any organization or engage directly or indirectly in any business which, in the judgment of the Chief Executive Officer of the Company or other senior officer designated by the Committee, is or becomes competitive with the Company. For Participants whose employment has terminated, the judgment of the Chief Executive Officer or other senior officer designated by the Committee shall be based on the Participant's position and responsibilities while employed by the Company, the Participant's post-employment responsibilities and position with the other organization or business, the extent of past, current and potential competition or conflict between the Company and the other organization or business, the effect on the Company's shareowners, customers, suppliers and competitors of the Participant assuming the post-employment position and such other considerations as are deemed relevant given the applicable facts and circumstances. A Participant who has terminated employment shall be free, however, to purchase as an investment or otherwise, stock or other securities of such organization or business so long as they are listed upon a recognized securities exchange or traded over-the-counter, and such investment does not represent a greater than five percent equity interest in the organization or business.

(ii) *Confidentiality.* A Participant shall not, without prior written authorization from the Company, disclose to anyone outside the Company, or use in other than the Company's business, any confidential information or material relating to the business of the Company that is acquired by the Participant either during or after employment with the Company.

(iii) *Intellectual Property.* A Participant shall disclose promptly and assign to the Company all right, title, and interest in any invention or idea, patentable or not, made or conceived by the Participant during employment by the Company, relating in any manner to the actual or anticipated business, research or development work of the Company and shall do anything reasonably necessary to enable the Company to secure a patent where appropriate in the United States and in foreign countries.

#### 8. **Performance Awards.**

(a) *Performance Conditions.* The right of a Participant to exercise or receive a grant or settlement of any Award, and the timing, may be subject to such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions, and may exercise its discretion to reduce or increase the amounts payable under any Award subject to performance conditions, except as limited under Section 8(b) in the case of a Performance Award intended to qualify under Code Section 162(m).

(b) *Performance Awards Granted to Covered Employees and Certain Eligible Persons.* If the Committee determines that a Performance Award to be granted to an Eligible Person who is or may become a Covered Employee should qualify as "performance-based compensation" for purposes of Code Section 162(m), the grant, exercise and/or settlement of such Performance Award shall be contingent upon achievement of pre-established performance goals and other terms set forth in this Section 8(b).

(i) *Performance Goals Generally.* The performance goals for such Performance Awards shall consist of one or more business criteria and a targeted level or levels of performance and associated maximum Award payments with respect to each of such criteria, as specified by the Committee consistent with this Section 8(b). Performance goals shall be objective and shall otherwise meet the requirements of Code Section 162(m) and regulations thereunder (including Regulation 1.162-27 and successor regulations thereto). The Committee may determine that such Performance Awards shall be granted, exercised and/or settled upon achievement of any performance goal or that more than one performance goal must be achieved as a condition to grant, exercise and/or settlement of such Performance Awards. Performance goals may differ for Performance Awards granted to any one Participant or to different Participants.

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(ii) *Business Criteria.* One or more of the following business criteria for the Company, as defined by the Committee, on a consolidated basis, and/or for specified Subsidiaries or business units of the Company (except with respect to the total shareowner return and earnings per share criteria), shall be used by the Committee in establishing performance goals for such Performance Awards: (1) Fair Market Value of shares of the Company's common stock; (2) operating profit; (3) sales volume of the Company's products; (4) earnings per share; (5) revenues; (6) cash flow; (7) cash flow return on investment; (8) return on assets, return on investment, return on capital, return on equity; (9) economic value added; (10) operating margin; (11) net income; pretax earnings; pretax earnings before interest, depreciation and amortization; pretax operating earnings after interest expense and before incentives, service fees, and extraordinary or special items; (12) any of the above goals as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor's 500 Stock Index or a group of comparator companies.

(iii) *Performance Period; Timing for Establishing Performance Goals.* Achievement of performance goals in respect of such Performance Awards shall be measured over a performance period, which may overlap with another performance period or periods, of up to ten years, as specified by the Committee. Performance goals shall be established not later than 90 days after the beginning of any performance period applicable to such Performance Awards, or at such other date as may be required or permitted for "performance-based compensation" under Code Section 162(m).



(c) *Written Determinations.* All determinations by the Committee as to the establishment of performance goals, the amount of any Performance Award and as to the achievement of performance goals relating to Performance Awards under Section 8(b) shall be made in writing in the case of any Award intended to qualify under Code Section 162(m). The Committee may not delegate any responsibility relating to such Performance Awards.

(d) *Status of Section 8(b) Performance Awards Under Code Section 162(m).* It is the intent of the Company that Performance Awards under Section 8(b) granted to persons who are designated by the Committee as likely to be Covered Employees within the meaning of Code Section 162(m) and regulations thereunder (including Regulation 1.162-27 and successor regulations thereto) shall, if so designated by the Committee, constitute "performance-based compensation" within the meaning of Code Section 162(m) and regulations thereunder. Accordingly, Sections 8(b), (c) and (d), shall be interpreted in a manner consistent with Code Section 162(m) and regulations thereunder. If any provision of the Plan as in effect on the date of adoption or any agreements relating to Performance Awards that are designated as intended to comply with Code Section 162(m) does not comply or is inconsistent with the requirements of Code Section 162(m) or regulations thereunder, such provision shall be construed or deemed amended to the extent necessary to conform to such requirements.

9. **Change in Control.** In the event of a "Change in Control," the following provisions shall apply unless otherwise provided in the Award agreement:

(a) *Options and SARs.* Any Option or SAR carrying a right to exercise that was not previously exercisable and vested shall become fully exercisable and vested as of the time of the Change in Control and shall remain exercisable and vested for the balance of the stated term of such Option or SAR without regard to any termination of employment by the Participant, subject only to applicable restrictions set forth in Section 8(a).

(b) *Restricted Stock and Deferred Stock Units.* The restrictions, deferral of settlement, and forfeiture conditions applicable to any Restricted Stock or Deferred Stock Unit shall lapse and such Awards shall be deemed fully vested as of the time of the Change in Control, except to the extent of any waiver by the Participant and subject to applicable restrictions set forth in Section 10(a).

(c) *Limitations on Company in Event of a Change in Control.* In the event of a Change in Control, the Company shall take or cause to be taken no action, and shall undertake or permit to arise no legal or contractual obligation, that results or would result in any postponement of the issuance or delivery of Stock or payment of benefits under any Award or the imposition of any other conditions on such issuance, delivery or payment, to the extent that such postponement or other condition would represent a greater burden on a Participant than existed on the 90th day preceding the Change in Control.

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## 10. **General Provisions.**

(a) *Limits on Transferability; Beneficiaries.* Except as otherwise provided in this Section 10(a), no Award or other right or interest of a Participant under the Plan shall be pledged, hypothecated or otherwise encumbered or subject to any lien, obligation or liability of such Participant to any party (other than the Company or a Subsidiary), or assigned or transferred by such Participant otherwise than by will or the laws of descent and distribution upon the death of a Participant, and such Awards or rights that may be exercisable shall be exercised during the lifetime of the Participant only by the Participant or his or her guardian or legal representative.

(i) *Transferability of Options.* Unless otherwise specified in the Award, an Option may be transferred pursuant to a domestic relations order issued by a court of competent jurisdiction or to an immediate family member of the Participant under such terms and conditions as may be determined, from time to time, by the Committee. An "immediate family member" is defined as the Participant's spouse, child, grandchild, parent or a trust established for the benefit of such family members. With respect to any Option transferred pursuant to this Section 10(a)(i), any such Option shall be exercisable only by the designated transferee or the designated transferee's legal representative.

(ii) *Transferability of Deferred Stock Units.* A Participant may designate one or more Beneficiaries to receive his or her interest under the Plan that is related to Deferred Stock Units in the event of his or her death.

(iii) *Beneficiaries and Transferees Subject to Terms of Award.* Any Beneficiary or transferee, or other person claiming any rights under the Plan from or through any Participant, shall be subject to all terms and conditions of the Plan and any Award agreement applicable to such Participant, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee.

(b) *Adjustments.* In the event that any dividend or other distribution (whether in the form of cash, Stock, or other property), recapitalization, forward or reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects the Stock such that an adjustment is determined by the Committee to be appropriate under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and kind of shares of Stock which may be delivered in connection with Awards granted thereafter, (ii) the number and kind of shares of Stock by which annual per-person Award limitations are measured under Section 5, (iii) the number and kind of shares of Stock subject to or deliverable in respect of outstanding Awards and (iv) the exercise price, grant price or purchase price relating to any Award and/or make provision for payment of cash or other property in respect of any outstanding Award. Effective February 8, 2007, in the event of a material corporate transaction described therein which results in existing holders of the Company's common stock holding stock that differ in kind, character or amount from the Company common stock previously held by them, the Committee shall provide such adjustments or substitutions with respect to the plan and to awards granted thereunder as are necessary and appropriate to prevent each holder of outstanding awards from experiencing a significant increase or decrease, solely by reason of such transaction: (a) in the case of stock options or similar awards, in the holder's then existing spread value (i.e., the difference between the exercise price of the award and the fair market value of the related common stock) and, (b) in the case of restricted stock, restricted stock units, deferred stock units, or similar full value Awards, in the then existing fair market value (disregarding restrictions based on future service) of the holder's awards. The actions required by the preceding sentence shall in no event be interpreted to result in adjustments or substitutions greater than those needed to provide parity of treatment between the holders of such awards and holders of common stock of the Company, and may include without limitation the adjustments and actions described in Section 10(b) of the Plan.

The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards (including Performance Awards and performance goals related thereto) in recognition of unusual or nonrecurring events (including, without limitation, events described in the preceding sentence, as well as acquisitions and dispositions of businesses and assets) affecting the Company, any Subsidiary or any business unit, or the financial statements of the Company or any Subsidiary, or in response to changes in applicable laws,

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regulations, accounting principles, tax rates and regulations or business conditions or in view of the Committee's assessment of the business strategy of the Company, any Subsidiary or business unit, performance of comparable organizations, economic and business conditions, personal performance of a Participant, and any other circumstances deemed relevant; provided that no such adjustment shall be authorized or made if and to the extent that such authority or the making of such adjustment would cause Performance Awards made under Section 8(b) to otherwise fail to qualify as "performance-based compensation" under Code Section 162(m) and regulations thereunder.

(c) *Taxes.* The Company and any Subsidiary is authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from a distribution of Stock, or any payroll or other payment to a Participant, amounts of withholding and other taxes due or potentially payable in connection with any transaction

involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. However, this authority shall not include withholding of taxes above the statutorily required withholding amounts where such excess withholding would result in an earnings charge to the Company under U.S. Generally Accepted Accounting Principles.

(d) *Changes to the Plan and Awards.* The Board or the Committee may amend, alter, suspend, discontinue or terminate the Plan or the Committee's authority to grant Awards under the Plan without the consent of shareowners or Participants, except that any amendment or alteration to the Plan shall be subject to the approval of the Company's shareowners not later than the annual meeting next following such Board action if such shareowner approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Board may otherwise, in its discretion, determine to submit other such changes to the Plan to shareowners for approval. Notwithstanding the foregoing, no such action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award, without the consent of an affected Participant. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted and any Award agreement relating thereto, except as otherwise provided in the Plan; provided that, without the consent of an affected Participant, no such Committee action may materially and adversely affect the rights of such Participant under such Award.

(e) *Limitation on Rights Conferred Under Plan.* Neither the Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or a Subsidiary, (ii) interfering in any way with the right of the Company or a Subsidiary to terminate any Eligible Person's or Participant's employment or service at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and employees, or (iv) except as provided in Section 6(d)(ii), conferring on a Participant any of the rights of a shareowner of the Company unless and until the Participant is duly issued or transferred shares of Stock in accordance with the terms of an Award.

(f) *Unfunded Status of Awards; Creation of Trusts.* The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant or obligation to deliver Stock pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided that the Committee may authorize the creation of trusts and deposit therein cash, Stock, other Awards or other property, or make other arrangements to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify and in accordance with applicable law.

(g) *Payments in the Event of Forfeitures; Fractional Shares.* Unless otherwise determined by the Committee, in the event of a forfeiture of an Award with respect to which a Participant paid cash or other consideration, the Participant shall be repaid the amount of such cash or other consideration. No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional

shares or any rights thereto shall be forfeited or otherwise eliminated.

(h) *Governing Law.* The validity, construction and effect of the Plan, any rules and regulations under the Plan, and any Award agreement shall be determined in accordance with Georgia law, without giving effect to principles of conflicts of laws, and applicable federal law.

(i) *Code Section 409A.* This Plan and the Awards are generally not intended to be subject to Code Section 409A. To the extent this Plan or Awards are subject to Section 409A, the Plan and Awards are intended to comply with Code Section 409A and shall be interpreted and operated accordingly. If this Plan or any Award is subject to Code Section 409A, the Committee reserves the authority to amend this Plan or any Award as necessary to comply with Code Section 409A or to ensure that Code Section 409A does not apply to the Plan or the Award.

## COCA-COLA ENTERPRISES INC.

## 2007 INCENTIVE AWARD PLAN

(As Amended Effective December 31, 2008)

1. **Purpose.** The purpose of this 2007 Incentive Award Plan (the "Plan") is to assist Coca-Cola Enterprises Inc. (the "Company") and its Subsidiaries in attracting, retaining, and rewarding high-quality executives, employees, and other persons who provide services to the Company and/or its Subsidiaries, enabling such persons to acquire or increase a proprietary interest in the Company in order to strengthen the mutuality of interests between such persons and the Company's shareowners, and providing such persons with annual and long-term performance incentives to expend their maximum efforts in the creation of shareowner value.

2. **Definitions.** For purposes of the Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1, above:

(a) "Award" means any Option, SAR, Restricted Stock, Restricted Stock Unit, and Cash Incentive Award granted under this Plan.

(b) "Beneficiary" means the person, persons, trust or trusts which have been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the benefits specified under the Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted under Section 10(a). If, upon a Participant's death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive such benefits.

(c) "Board" means the Company's Board of Directors.

(d) "Cash Incentive Award" means a Performance Award granted to a Participant under Section 6(f).

(e) "Cause" means (i) willful or gross misconduct by a Participant that is materially detrimental to the Company or a Subsidiary, (ii) acts of personal dishonesty or fraud by a Participant toward the Company or a Subsidiary, or (iii) the Participant's conviction of a felony, except for a conviction related to vicarious liability based solely on his position with the Company or a Subsidiary, provided that the Participant had no involvement in actions leading to such liability or had acted upon the advice of the Company's or a Subsidiary's counsel.

(f) "Change in Control" means the occurrence of any of the circumstances described below in subparagraphs (i) through (iv)

(i) If any "person" (except for the Company or any Subsidiary, a trustee or other entity holding securities under any employee benefit plan of the Company or any Subsidiary, or The Coca-Cola Company, but only to the extent of its "Current Ownership") is or becomes the "beneficial owner" directly or indirectly, of securities of the Company representing more than 20% of the combined total voting power of the Company's then-outstanding securities.

As used in this definition of Change in Control, "person" is used as defined in Sections 13(d) and 14(d) of the Exchange Act; "beneficial owner" is used as defined in

Rule 13d-3 of the Exchange Act; and "Current Ownership" of The Coca-Cola Company means that entity's direct and indirect beneficial ownership of no more than an aggregate of 168,956,718 shares of the Company's Stock (including shares of the Company's Stock issuable upon the exercise, exchange or conversion of securities exercisable or exchangeable for, or convertible into, shares of the Company's Stock), the aggregate number being subject to adjustment for subsequent stock splits or dividends payable in stock that are applicable to all shares of the Company's Stock. For the avoidance of doubt, a change in the current ownership of The Coca-Cola Company (an "Ownership Change") shall have occurred upon that entity's becoming the beneficial owner of any additional shares of the Company's Stock, except for

(A) the beneficial ownership of such shares occurring by reason of the adjustments described in the preceding sentence,

(B) the beneficial ownership of shares owned by another entity (not exceeding 0.10 percent of the Company's then-outstanding Stock) upon that entity's being acquired by The Coca-Cola Company or a Subsidiary, provided that such shares are disposed of by The Coca-Cola Company or its Subsidiary to an unrelated third party within 30 days of their being acquired, provided, however, that if the disposition has not occurred within the 30-day period, the Ownership Change shall be deemed to have occurred when the beneficial ownership was first acquired; and

(C) the beneficial ownership of the Company's Stock acquired with the prior consent of the Affiliated Transaction Committee of the Board,

so that upon such Ownership Change, the entire beneficial ownership of The Coca-Cola Company shall be considered in determining whether The Coca-Cola Company is the beneficial owner directly or indirectly of securities of the Company representing more than 20% of the total combined voting power of the Company's then-outstanding securities.

(ii) If during any period of two consecutive years, the individuals constituting the Board at the beginning of the two-year period (and any new director, except for a director designated by a person who has entered into an agreement with the Company to effect a Change in Control described in clause (i), (iii) or (iv), whose election by the Board or nomination for election by the Company's shareowners was approved by a vote of at least two-thirds of the directors then still in office who were either directors at the beginning of the two-year period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board.

(iii) If the shareowners of the Company approve a merger, consolidation or share exchange with any other "person," other than (A) a merger, consolidation or share exchange that would result in the voting securities of the Company outstanding immediately prior to such event continuing to represent (either by remaining outstanding or being converted into voting securities of either (I) the surviving entity or (II) another entity that owns, directly or indirectly, the entire voting interest in the surviving entity (the "parent")) more than 50% of the voting power of the voting securities of the Company or the surviving entity (or its parent) outstanding immediately after such event, or (B) a merger or consolidation effected to implement a recapitalization of the Company in which no "person" acquires more than 30% of the combined voting power of the

Company's then-outstanding securities, then a Change in Control shall have occurred immediately prior to such merger, consolidation or share exchange.

(iv) If the shareowners of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by

the Company of all or substantially all of the Company's assets (or any transaction having a similar effect).

- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.
- (h) "Committee" means not less than two members of the Human Resources and Compensation Committee of the Board, each of whom shall be (i) a "disinterested director" within the meaning of Rule 16b-3 under the Exchange Act, unless administration of the Plan by "disinterested directors" is not then required in order for exemptions under Rule 16b-3 to apply to transactions under the Plan, and (ii) an "outside director" as defined under Code Section 162(m), unless the action taken pursuant to the Plan is not required to be taken by "outside directors" in order to qualify for tax deductibility under Code Section 162(m).
- (i) "Covered Employee" shall have the same meaning as "Covered Employee" under Code Section 162(m) and regulations thereunder.
- (j) "Dividend Equivalents" means an amount credited under a Participant's Restricted Stock Unit Award, which amount is equal to the dividends paid on the Stock, determined as if the Restricted Stock Unit were a share of Stock on the record date of any such dividend.
- (k) "Effective Date" means April 24, 2007, subject to the approval of the shareowners of the Company.
- (l) "Eligible Person" means directors, Executive Officers, other officers and employees of the Company or of any Subsidiary, as well as other persons providing key services to the Company or a Subsidiary.
- (m) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.
- (n) "Executive Officer" means an executive officer of the Company as defined under the Exchange Act.
- (o) "Fair Market Value" means the fair market value of Stock or other property as determined by the Committee or under procedures established by the Committee. Unless otherwise determined by the Committee, the Fair Market Value of Stock shall be the closing price of a share of Stock on the date for which the determination is made, or on the next preceding day if such date was not a trading day, as reported on the New York Stock Exchange Composite Listing reflecting composite trading as of 4:00 p.m., Eastern Time on the trading day.
- (p) "Good Reason" means the Participant's (i) material demotion or material diminution of duties, responsibilities and authority; (ii) material reduction in both base salary and annual incentive opportunities (except for reductions in annual incentive opportunities due to individual performance adjustments); or (iii) assignment to a position requiring relocation of more than 50 miles from the Participant's primary workplace (i.e., the Company's corporate headquarters or other location, as applicable), provided that (a) the Participant does not consent to such event, (b) the Participant has given written notice to the Company within 60 days of the date on which the circumstances giving rise to the event initially arise, (c) the Company has one month to remedy the matter, and (d) if the matter is not

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remedied, the Participant actually separates from service within two years after the initial existence of the circumstances giving rise to the event.

- (q) "Interest Credit" means an amount credited under a Participant's Restricted Stock Unit Award, which amount is based on the annual rate equivalent to the weighted average prime lending rate of SunTrust Bank, Atlanta for the relevant calendar year or portion of the calendar year.
- (r) "Option" means a right, granted to a Participant under Section 6(b), to purchase Stock at a specified price during specified time periods.
- (s) "Participant" means a person who has been granted an Award under the Plan which remains outstanding, including a person who is no longer an Eligible Person.
- (t) "Performance Award" means an Award, or the right to receive an Award, granted to an Eligible Person under Section 8, which Award or right shall be subject to the performance criteria specified by the Committee.
- (u) "Restricted Stock" means Stock granted to a Participant under Section 6(d), that is subject to certain restrictions and to a risk of forfeiture.
- (v) "Restricted Stock Unit" means a right, granted to a Participant under Section 6(e), to receive Stock, cash or a combination of the foregoing.
- (w) "Rule 16b-3" means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act or any similar law or regulation that may be a successor thereto.
- (x) "Stock" means shares of common stock, \$1 par value, of the Company.
- (y) "Stock Appreciation Right" or "SAR" means a right granted to a Participant under Section 6(c).
- (z) "Subsidiary" means any corporation or other business organization in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital or profits interest at the time of the granting of an Award under this Plan.

### 3. *Administration.*

(a) *Authority of the Committee.* The Plan shall be administered by the Committee. The Committee shall have full and final authority, in each case subject to and consistent with the provisions of the Plan, to interpret the provisions of the Plan, select Eligible Persons to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all other matters relating to, Awards, interpret the Plan and Award agreements and correct defects, supply omissions or reconcile inconsistencies therein, ensure that Awards continue to qualify under Rule 16b-3, and make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, its Subsidiaries, its shareowners, Participants, Beneficiaries, transferees under Section 10(a) or other persons claiming rights from or through a Participant.

(b) *Limitation of Liability.* In addition to such other rights of indemnification as they have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act in connection with the Plan or awards granted thereunder, and against all amounts paid by them in settlement (provided

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such settlement is approved to the extent required by and in the manner provided by the Certificate of Incorporation or Bylaws of the Company relating to indemnification of

directors) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding.

4. **Stock Subject to Plan.**

(a) *Overall Number of Shares Available for Delivery.* Subject to adjustment as provided in Section 10(b), the total number of shares of Stock reserved and available for delivery in connection with Awards under the Plan shall be 28,000,000. No more than 5,000,000 shares of Stock will be available for incentive stock options within the meaning of Code Section 422. The Stock shall be made available from authorized and unissued shares or from Stock held by the Company in its treasury.

(b) *Availability of Shares Not Delivered Under Awards.* Shares of Stock subject to an Award under the Plan that is expired, forfeited, settled in cash or otherwise terminated without a delivery of shares to the Participant will again be available for Awards under the Plan. Stock received by the Company in payment upon the exercise of an Option will not be the subject of a subsequent Award.

5. **Eligibility; Per-Person Award Limitations.** Awards may be granted under the Plan only to Eligible Persons. Subject to adjustment as provided in Section 10(b), no Eligible Person may be granted Options and SARs under this Plan that, considered together, relate to more than 3,000,000 shares of Stock, and no Eligible Person may be granted Restricted Stock and Restricted Stock Units under this Plan that, considered together, relate to more than 1,500,000 shares of Stock. The maximum number of shares of Stock with respect to which Options and SARs may be granted to any Eligible Person in any calendar year is 1,000,000. The maximum value of Cash Incentive Awards that can be earned in respect of any calendar year by any Eligible Person shall be \$5,000,000.

6. **Specific Terms of Awards.**

(a) *General.* Awards may be granted on the terms and conditions set forth in this Section 6.

(i) The Committee also may impose on any Award or the exercise, at the date of grant or thereafter (subject to Section 10(d)), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of employment by the Participant and terms permitting a Participant to make elections relating to his or her Award.

(ii) The Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is imposed in the Award agreement, provided, however, that the Committee shall not have the discretion to accelerate or defer payment with respect to any Award that is subject to Code Section 409A if the exercise of such discretion would violate Code Section 409A.

(iii) Notwithstanding anything in this Plan to the contrary, an Option or SAR shall not be granted to an Eligible Person unless the Stock would constitute "service recipient stock" within the meaning of Treas. Reg. § 1.409A-1(b)(5)(iii) with respect to such Eligible Person.

(b) *Options.* The Committee is authorized to grant Options to Eligible Persons on the following terms and conditions:

(i) *Exercise Price.* The exercise price per share of Stock purchasable under an Option shall be determined by the Committee, provided that such exercise price

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shall be not less than the Fair Market Value of a share of Stock on the date of grant of such Option.

(ii) *Time and Method of Exercise.* Awards of Options may contain such provisions as the Committee shall determine appropriate, including provisions related to the vesting of the Option, the times at which, or the circumstances under which, an Option may be exercised, and the methods by which such exercise price may be paid or deemed to be paid.

(iii) *Duration of Options.* Awards will contain a provision stating the duration of an Option, which duration may not exceed 10 years from the date of grant.

(iv) *Character of Options.* Unless otherwise specified in the Award agreement, any Option issued shall be a non-statutory option.

(v) *Options Granted to International Participants.* Options granted to an Eligible Person who is subject to the laws of a country other than the United States of America may contain terms and conditions inconsistent with the provisions of this Plan or may be granted under such supplemental documents, as required or appropriate under such country's laws.

(c) *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Eligible Persons on the following terms and conditions:

(i) *Right to Payment.* An SAR shall confer on the Participant to whom it is granted a right to receive, upon exercise, the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the grant price of the SAR, which payment may be satisfied by delivery of cash or Stock.

(ii) *Other Terms.* The Committee shall determine the terms and conditions of any SAR, including but not limited to, the times at which and the circumstances under which an SAR may be exercised, the method of exercise, the method of settlement, and the method by which Stock, if any, will be delivered or deemed to be delivered to Participants.

(d) *Restricted Stock.* The Committee is authorized to grant Restricted Stock to Eligible Persons on the following terms and conditions:

(i) *Grant and Restrictions.* Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, which restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), and in such installments or otherwise, as the Committee may determine at the date of grant or thereafter.

(ii) *Right as Shareowner.* Except to the extent limited under any Award agreement relating to Restricted Stock, a Participant granted Restricted Stock shall have all of the rights of a shareowner, including the right to vote the Restricted Stock and the right to receive dividends thereon (subject to any mandatory reinvestment or other requirement imposed by the Committee).

(iii) *Certificates for Stock.* Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to applicable restrictions, that

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the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock.

(iv) *Dividends and Splits.* As a condition to the grant of an Award of Restricted Stock, the Committee may require that any cash dividends paid on a share of Restricted Stock be automatically reinvested in additional shares of Restricted Stock or applied to the purchase of additional Awards under the Plan. Unless otherwise determined by the Committee, Stock distributed in connection with a Stock split or Stock dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed.

(c) *Restricted Stock Units.* The Committee is authorized to grant Restricted Stock Units to Eligible Persons, subject to the following terms and conditions:

(i) *Restricted Stock Unit Award.* A Restricted Stock Unit shall be recorded in a bookkeeping reserve maintained by the Company as equivalent to the Fair Market Value of a share of the Company's Stock on the date of grant, unless otherwise determined by the Company.

(ii) *Grant and Restrictions.* A Restricted Stock Unit shall be subject to such risk of forfeiture and other conditions as the Committee may impose, which restrictions may lapse, or conditions be satisfied, separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), and in such installments or otherwise, as the Committee may determine at the date of grant.

(iii) *Dividend Equivalents and Interest Credits.* As specified in the Award agreement, Dividend Equivalents and/or Interest Credits related to a Restricted Stock Unit may also be credited on behalf of a Participant and/or converted to additional Restricted Stock Units.

(iv) *Settlement of Restricted Stock Units and Related Interests.* Restricted Stock Units represent the right to receive Stock, cash, or a combination at the end of a specified period, as specified in the Award agreement or pursuant to the Committee's determination.

(f) *Cash Incentive Awards.* The Committee is authorized to grant Cash Incentive Awards to Participants subject to performance criteria in the manner described in Section 8.

#### 7. *Certain Other Provisions Applicable to Awards.*

(a) *Term of Awards.* The term of each Award shall be for such period as may be determined by the Committee; provided that in no event shall the term of any Option or SAR exceed a period of ten years.

(b) *Exemptions from Section 16(b) Liability.* It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt under Rule 16b-3 (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award agreement does not comply with the requirements of Rule 16b-3 as then applicable to any such transaction, unless the Participant shall have acknowledged in writing that a transaction pursuant to such provision is to be non-exempt, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b) of the Exchange Act.

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(c) *Cancellation of Awards.* Unless the Award agreement specifies otherwise, the Committee may cancel any unexpired, unpaid, or deferred Awards at any time, if the Participant is not in compliance with all applicable provisions of the Award agreement and the Plan.

#### 8. *Performance Awards.*

(a) *Performance Conditions.* The right of a Participant to exercise or receive a grant, settlement or payment of any Award, and the timing of such grant, settlement or payment, may be subject to such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions, and may exercise its discretion to reduce or increase the amounts payable under any Award subject to performance conditions, except as limited under Section 8(b) in the case of a Performance Award intended to qualify under Code Section 162(m). The Committee may in its discretion remove the performance conditions from a Performance Award other than a Performance Award granted under Section 8(b) to a Covered Employee.

(b) *Performance Awards Granted to Covered Employees and Certain Eligible Persons.* If the Committee determines that a Performance Award to be granted to an Eligible Person who is or may become a Covered Employee should qualify as "performance-based compensation" for purposes of Code Section 162(m), the grant, exercise and/or settlement of such Performance Award shall be contingent upon achievement of pre-established performance goals and other terms set forth in this Section 8(b).

(i) *Performance Goals Generally.* The performance goals for such Performance Awards shall consist of one or more business criteria and a targeted level or levels of performance and associated maximum Award payments with respect to each of such criteria, as specified by the Committee consistent with this Section 8(b). Performance goals shall be objective and shall otherwise meet the requirements of Code Section 162(m) and regulations thereunder (including Regulation Section 1.162-27 and successor regulations thereto). The Committee may determine that such Performance Awards shall be granted, exercised and/or settled upon achievement of any performance goal or that more than one performance goal must be achieved as a condition to grant, exercise and/or settlement of such Performance Awards. Performance goals may differ for Performance Awards granted to any one Participant or to different Participants.

(ii) *Business Criteria.* One or more of the following business criteria for the Company, as defined by the Committee, on a consolidated basis, and/or for specified Subsidiaries or business units of the Company (except with respect to the total shareholder return and earnings per share criteria), shall be used by the Committee in establishing performance goals for such Performance Awards: (1) Fair Market Value of shares of the Company's Stock; (2) operating profit; (3) operating income; (4) sales volume of the Company's products; (5) earnings per share; (6) revenues; (7) cash flow; (8) cash flow return on investment; (9) return on assets; (10) return on investment; (11) return on capital; (12) return on equity; (13) return on invested capital; (14) economic value added; (15) operating margin; (16) net income; (17) pretax earnings; (18) pretax earnings before interest; (19) depreciation and amortization; (20) pretax operating earnings after interest expense and before incentives, service fees, and extraordinary or special items; and (21) any of the above goals as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor's 500 Stock Index or a group of comparator companies.

(iii) *Performance Period; Timing for Establishing Performance Goals.* Achievement of performance goals in respect of such Performance Awards shall be measured over a performance period, which may overlap with another performance period or periods, of up to ten years, as specified by the Committee. Performance goals shall be established not later than 90 days after the beginning of any performance period

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applicable to such Performance Awards, or at such other date as may be required or permitted for “performance-based compensation” under Code Section 162(m).

(c) *Written Determinations.* All determinations by the Committee as to the establishment of performance goals, the amount of any Performance Award and as to the achievement of performance goals relating to Performance Awards under Section 8(b) shall be made in writing in the case of any Award intended to qualify under Code Section 162(m). The Committee may not delegate any responsibility relating to such Performance Awards.

(d) *Status of Section 8(b) Performance Awards Under Code Section 162(m).* It is the intent of the Company that Performance Awards under Section 8(b) granted to persons who are designated by the Committee as likely to be Covered Employees within the meaning of Code Section 162(m) and regulations thereunder (including Regulation Section 1.162-27 and successor regulations thereto) shall, if so designated by the Committee, constitute “performance-based compensation” within the meaning of Code Section 162(m) and regulations thereunder. Accordingly, Sections 8(b), (c) and (d), shall be interpreted in a manner consistent with Code Section 162(m) and regulations thereunder. If any provision of the Plan as in effect on the date of adoption or any agreements relating to Performance Awards that are designated as intended to comply with Code Section 162(m) does not comply or is inconsistent with the requirements of Code Section 162(m) or regulations thereunder, such provision shall be construed or deemed amended to the extent necessary to conform to such requirements.

9. **Change in Control.** If within 24 months after a Change in Control a Participant’s employment with the Company and its Subsidiaries is terminated by the Company without Cause or by the Participant for Good Reason, the following provisions shall apply unless otherwise provided in the Award agreement:

(a) *Options and SARs.* Any Option or SAR carrying a right to exercise that was not previously exercisable and vested shall become fully exercisable and vested as of the time of termination of employment and shall remain exercisable and vested for the balance of the stated term of such Option or SAR without regard to the termination of employment by the Participant.

(b) *Restricted Stock and Restricted Stock Units.* The restrictions, deferral of settlement, and forfeiture conditions applicable to any Restricted Stock or Restricted Stock Unit shall lapse and such Awards shall be deemed fully vested as of the time of the termination of employment, except to the extent of any waiver by the Participant.

(c) *Limitations on Company in Event of a Change in Control.* In the event of a Change in Control, the Company shall take or cause to be taken no action, and shall undertake or permit to arise no legal or contractual obligation, that results or would result in any postponement of the issuance or delivery of Stock or payment of benefits under any Award or the imposition of any other conditions on such issuance, delivery or payment, to the extent that such postponement or other condition would represent a greater burden on a Participant than existed on the 90th day preceding the Change in Control.

10. **General Provisions.**

(a) *Limits on Transferability; Beneficiaries.* Except as otherwise provided in this Section 10(a), no Award or other right or interest of a Participant under the Plan shall be pledged, hypothecated or otherwise encumbered or subject to any lien, obligation or liability of such Participant to any party (other than the Company or a Subsidiary), or assigned or transferred by such Participant other than by will or the laws of descent and distribution upon the death of a Participant, and such Awards or rights that may be exercisable shall be exercised during the lifetime of the Participant only by the Participant or his or her guardian or legal representative.

(i) *Transferability of Options.* Unless otherwise specified in the Award, an Option may be transferred pursuant to a domestic relations order issued by a court of

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competent jurisdiction or to an immediate family member of the Participant under such terms and conditions as may be determined, from time to time, by the Committee. An “immediate family member” is defined as the Participant’s spouse, child, grandchild, parent or a trust established for the benefit of such family members. With respect to any Option transferred pursuant to this Section 10(a)(i), any such Option shall be exercisable only by the designated transferee or the designated transferee’s legal representative.

(ii) *Transferability of Restricted Stock Units.* A Participant may designate one or more Beneficiaries to receive his or her interest under the Plan that is related to Restricted Stock Units in the event of his or her death.

(iii) *Beneficiaries and Transferees Subject to Terms of Award.* Any Beneficiary or transferee, or other person claiming any rights under the Plan from or through any Participant, shall be subject to all terms and conditions of the Plan and any Award agreement applicable to such Participant, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee.

(b) *Adjustments.* In the event that any dividend or other distribution (whether in the form of cash, Stock, or other property), recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event results in existing holders of Stock holding stock or other securities that differ in kind, character or amount from the Stock previously held by them, the Committee shall provide such adjustments or substitutions with respect to the Plan and to the Awards and to any prior plan and to awards granted thereunder as are necessary and appropriate to prevent each holder of outstanding Awards or awards issued under a prior plan from experiencing a significant increase or decrease, solely by reason of such transaction: (i) in the case of Options or similar Awards, in the holder’s then existing spread value (i.e., the difference between the exercise or grant price of the Award and the fair market value of the related Stock), (ii) in the case of Restricted Stock, Restricted Stock Units, or similar full-value Awards, in the then existing fair market value (disregarding restrictions based on future service) of the holder’s Awards and, (iii) the number and kind of shares of Stock by which annual per-person Award limitations are measured under Section 5. The actions required by the foregoing shall in no event be interpreted to result in adjustments or substitutions greater than those needed to provide parity of treatment between the holders of such Awards and holders of Stock. The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards (including Performance Awards and performance goals related thereto) in recognition of unusual or nonrecurring events (including, without limitation, events described in the preceding sentence, as well as acquisitions and dispositions of businesses and assets) affecting the Company, any Subsidiary or any business unit, or the financial statements of the Company or any Subsidiary, or in response to changes in applicable laws, regulations, accounting principles, tax rates and regulations or business conditions or in view of the Committee’s assessment of the business strategy of the Company, any Subsidiary or business unit, performance of comparable organizations, economic and business conditions, personal performance of a Participant, and any other circumstances deemed relevant; provided that no such adjustment shall be authorized or made if and to the extent that such authority or the making of such adjustment would cause Performance Awards made under Section 8(b) to otherwise fail to qualify as “performance-based compensation” under Code Section 162(m) and regulations thereunder.

(c) *Taxes.* The Company and any Subsidiary is authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from a distribution of Stock, or any payroll or other payment to a Participant, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. However, this authority shall not include withholding of taxes above the statutorily required withholding amounts where such excess withholding would result in an earnings charge to the Company under U.S. Generally Accepted Accounting Principles.

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(d) *Changes to the Plan and Awards.* The Board or the Committee may amend, alter, suspend, discontinue or terminate the Plan or the Committee's authority to grant Awards under the Plan without the consent of shareowners or Participants, except that any amendment or alteration to the Plan shall be subject to the approval of the Company's shareowners not later than the annual meeting next following such Board action if such shareowner approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Board may otherwise, in its discretion, determine to submit other such changes to the Plan to shareowners for approval. Notwithstanding the foregoing, no such action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award, without the consent of an affected Participant. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted and any Award agreement relating thereto, except as otherwise provided in the Plan; provided that, without the consent of an affected Participant, no such Committee action may materially and adversely affect the rights of such Participant under such Award.

(e) *Limitation on Rights Conferred Under Plan.* Neither the Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or a Subsidiary, (ii) interfering in any way with the right of the Company or a Subsidiary to terminate any Eligible Person's or Participant's employment or service at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants or employees, or (iv) except as provided in Section 6(d)(ii), conferring on a Participant any of the rights of a shareowner of the Company unless and until the Participant is duly issued or transferred shares of Stock in accordance with the terms of an Award.

(f) *Unfunded Status of Awards; Creation of Trusts.* The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant or obligation to deliver Stock pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided that the Committee may authorize the creation of trusts and deposit therein cash, Stock, other Awards or other property, or make other arrangements to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify and in accordance with applicable law.

(g) *Payments in the Event of Forfeitures; Fractional Shares.* Unless otherwise determined by the Committee, in the event of a forfeiture of an Award with respect to which a Participant paid cash or other consideration, the Participant shall be repaid the amount of such cash or other consideration. No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(h) *Governing Law.* The validity, construction and effect of the Plan, any rules and regulations under the Plan, and any Award agreement shall be determined in accordance with Georgia law, without giving effect to principles of conflicts of laws, and applicable federal law.

(i) *Code Section 409A.* This Plan and the Awards are generally not intended to be subject to Code Section 409A. To the extent this Plan or the Awards are subject to Section 409A, the Plan and Awards are intended to comply with Code Section 409A and shall be interpreted and operated accordingly. If this Plan or any Award is subject to Code Section 409A, the Committee reserves the authority to amend this Plan or any Award as necessary to comply with Code Section 409A or to ensure that Code Section 409A does not apply to the Plan or the Award.

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