

Information Memorandum



COCA-COLA ENTERPRISES INC.

(incorporated with limited liability in the State of Delaware)

as issuer

**U.S.\$3,500,000,000
Euro Medium Term Note Programme**

On 25th September, 1997 Coca-Cola Enterprises Inc. ("**CCE**" or the "**Issuer**") and Coca-Cola Great Britain plc established a U.S.\$2,500,000,000 Euro Medium Term Note Programme (the "**Programme**"). The Programme was subsequently amended and the amount of the Programme thereby increased to U.S.\$3,000,000,000 on 9th March, 1999 and to U.S.\$3,500,000,000 on 2nd May, 2001. This Information Memorandum supersedes the previous Information Memorandum dated 25th April, 2002. Any Notes (as defined below) issued under the Programme after the date hereof are issued subject to the provisions set out herein. This does not affect any Notes issued prior to the date hereof.

Under this U.S.\$3,500,000,000 Euro Medium Term Note Programme (the "**Programme**"), CCE may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed U.S.\$3,500,000,000 (or its equivalent in other currencies calculated as described herein). A description of the restrictions applicable at the date of this Information Memorandum relating to the maturity of certain Notes is set out on page 7.

The Notes may be issued on a continuing basis to one or more of the Dealers specified on page 7, and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**"). References in this Information Memorandum to the "relevant Dealer" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Notes.

The Terms and Conditions of the Notes contain covenants from CCE as Issuer as more fully described in Condition 3 – "Covenants".

Application has been made for Notes issued during the period of 12 months from the date of this document to be listed on the Luxembourg Stock Exchange; consequently the Information Memorandum is only valid in respect of the issuance of Notes intended to be listed on the Luxembourg Stock Exchange for a period of 12 months from the date of this document. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined on page 20) of Notes will be set forth in a pricing supplement (the "**Pricing Supplement**") which, with respect to Notes to be listed on the Luxembourg Stock Exchange, will be delivered to the Luxembourg Stock Exchange on or before the date of issue (the "**Issue Date**") of the Notes of such Tranche.

The Programme provides that Notes may be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes.

The Notes of each Tranche will initially be represented by a temporary global Note which will be deposited on the Issue Date thereof with a common depository on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, société anonyme, Luxembourg ("**Clearstream, Luxembourg**") and/or any other agreed clearance system and which will be exchangeable, as specified in the applicable Pricing Supplement for either a permanent global Note or Notes in definitive form, in each case no earlier than the Exchange Date (as defined on page 12) upon certification as to non-U.S. beneficial ownership as required by United States tax laws and regulations. A permanent global Note will be exchangeable for definitive Notes, upon request (unless otherwise specified in the applicable Pricing Supplement), all as further described in "Form of the Notes" below. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States (as defined on page 3) or to, or for the account or benefit of, U.S. persons (as defined on page 3) except in accordance with Regulation S (as defined on page 3) or pursuant to an exemption from the Securities Act. The Notes are in bearer form and are subject to certain United States tax law requirements. For a further description of restrictions on offers, sales and deliveries of the Notes, see "Subscription and Sale".

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplementary Information Memorandum will be prepared.

Arranger

Deutsche Bank

Dealers

ABN AMRO

Citigroup

Deutsche Bank

BNP PARIBAS

Credit Suisse First Boston

HSBC

ING Financial Markets

The Issuer having made all reasonable enquiries, confirms that this Information Memorandum, including any document deemed to be incorporated herein by reference as provided under “Documents Incorporated by Reference” and such other documents deemed to constitute part of this Information Memorandum contain all information which is material in the context of the Programme, that the information contained therein is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed therein are honestly held, that there are no other facts the omission of which would make any of such information or the expression of any such opinions or intentions misleading and that the Issuer accepts responsibility accordingly.

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “**Documents Incorporated by Reference**” below). This Information Memorandum shall be read and construed on the basis that such documents are incorporated and form part of this Information Memorandum.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained in this Information Memorandum or any other information provided in connection with the Programme or the Notes or their distribution. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Information Memorandum nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or constituting an invitation or offer by the Issuer or any of the Dealers that any recipient of this Information Memorandum or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

The delivery of this Information Memorandum does not at any time imply that the information contained herein concerning CCE is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of CCE during the life of the Programme. Investors should review, inter alia, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any Notes.

The distribution of this Information Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Dealers represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or any of the Dealers which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions. In particular,

there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in the United States, the United Kingdom, France, Japan and Germany (see “**Subscription and Sale**” below). In addition, the Issuer has not authorised any offer of Notes having a maturity of one year or more to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended).

Except as provided in “Subscription and Sale” below, as used herein, “United States” means the United States of America (including the States and the District of Columbia), its territories, its possessions (including the Commonwealth of Puerto Rico), and other areas subject to its jurisdiction and the term “**United States person**” means a citizen or resident of the United States or a corporation or a partnership created or organised in or under the laws of the United States or any political subdivision thereof, an estate the income of which is subject to United States Federal income taxation regardless of its source, a trust subject to the supervision of a court within the United States and the control of a United States person as described in Section 7701(a)(30) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”) and the regulations thereunder, or a trust that meets certain requirements and elected to be treated as a United States person. “**U.S. person**” shall have the meaning set forth in Sections 230.901 through 904 of Title 17 of the United States Code of Federal Regulations (“**Regulation S**”).

All references in this document to “U.S. dollars”, “U.S.\$”, “\$” and “cents” refer to United States dollars, those to “Yen” refer to Japanese Yen, those to “Sterling” and “£” refer to pounds sterling and those to “euro” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended.

In connection with the issue and distribution of any Tranche of Notes, the Dealer (if any) disclosed as the stabilising manager in the applicable Pricing Supplement or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Notes of the Series (as defined below) of which such Tranche forms a part thereof at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the stabilising manager or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (a) the most recent Annual Report on Form 10-K for the time being of CCE filed with the United States Securities and Exchange Commission (the “**Commission**”);
- (b) the most recent quarterly interim report on Form 10-Q and any other reports filed by CCE with the Commission pursuant to Section 13, 14 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations thereunder subsequent to the date of the financial statements included in the Annual Report on Form 10-K referred to in sub-clause (a) above;
- (c) all supplements and amendments to this Information Memorandum circulated by CCE; and
- (d) any documents filed by CCE with the Commission. Such documents filed with the Commission and incorporated by reference may be found on the Commission’s website (www.sec.gov).

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

At the date hereof, the most recent Annual Report of CCE is in respect of the fiscal year ended 31st December, 2002. CCE is the holding company for its group and operates directly and through subsidiary companies. All of CCE’s subsidiary companies are presented in CCE’s financial statements on a consolidated basis.

Pursuant to the Exchange Act, CCE prepares and files quarterly interim reports.

CCE will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to CCE at its office set out at the end of this Information Memorandum. In addition, such documents will be available free of charge from the principal office in Luxembourg of Kredietbank S.A. Luxembourgise (the “**Luxembourg Listing Agent**”) for Notes listed on the Luxembourg Stock Exchange.

The Issuer will, in connection with the listing of the Notes on the Luxembourg Stock Exchange, so long as any Note remains outstanding and listed on such exchange, in the event of any material adverse change in the financial condition of the Issuer which is not reflected in this Information Memorandum, prepare a further supplement to this Information Memorandum or publish a new Information Memorandum for use in connection with any subsequent issue of the Notes to be listed on the Luxembourg Stock Exchange.

If the terms of the Programme are modified or amended in a manner which would make this Information Memorandum, as supplemented, inaccurate or misleading, a new Information Memorandum or supplement will be prepared.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency and having a minimum maturity of one month, subject as set out herein. A summary of the terms and conditions of the Programme and the Notes appears below. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, attached to, or incorporated by reference into, the Notes, as modified and supplemented by the applicable Pricing Supplement attached to, or endorsed on, such Notes, as more fully described under “Form of the Notes” below.

This Information Memorandum and any supplement will only be valid for listing Notes on the Luxembourg Stock Exchange during the period of 12 months from the date of this Information Memorandum in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed U.S.\$3,500,000,000 or its equivalent in other currencies. For the purpose of calculating the U.S. dollar equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

- (a) the U.S. dollar equivalent of Notes denominated in another Specified Currency (as specified in the applicable Pricing Supplement) shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of Notes or on the preceding day on which commercial banks and foreign exchange markets are open for general business in London, in each case on the basis of the spot rate for the sale of the U.S. dollar against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Issuer on the relevant day of calculation;
- (b) the U.S. dollar equivalent of Dual Currency Notes, Index Linked Notes and Partly Paid Notes (each as specified in the applicable Pricing Supplement) shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes (in the case of Partly Paid Notes regardless of the subscription price paid); and
- (c) the U.S. dollar equivalent of Zero Coupon Notes (as specified in the applicable Pricing Supplement) and other Notes issued at a discount or a premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

SUMMARY OF THE PROGRAMME AND TERMS AND CONDITIONS OF THE NOTES

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Information Memorandum and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

Issuer:	Coca-Cola Enterprises Inc.
Description:	Euro Medium Term Note Programme
Arranger:	Deutsche Bank AG London
Dealers:	ABN AMRO Bank N.V. BNP PARIBAS Citigroup Global Markets Limited Credit Suisse First Boston (Europe) Limited Deutsche Bank AG London HSBC Bank plc ING Bank N.V. and any other Dealers appointed in accordance with the Programme Agreement
Certain restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ Subscription and Sale ” on page 50).

Swiss Francs

Issues of Notes denominated in Swiss francs or carrying a Swiss franc related element with a maturity of more than one year (other than Notes privately placed with a single investor with no publicity) will be effected in compliance with the relevant regulations of the Swiss National Bank based on article 7 of the Federal Law on Banks and Savings Banks of 8th November, 1934 (as amended) and article 15 of the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995 in connection with article 2, paragraph 2 of the Ordinance of the Federal Banking Commission on Stock Exchanges and Securities Trading on 2nd December, 1996. Under the said regulations, the relevant Dealer or, in the case of a syndicated issue, the lead manager (the “**Swiss Dealer**”), must be a bank domiciled in Switzerland (which includes branches or subsidiaries of a foreign bank located in Switzerland) or a securities dealer duly licensed by the Swiss Federal Banking Commission pursuant to the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995. The Swiss Dealer must report certain details of the relevant transaction to the Swiss National Bank no later than the Issue Date of the relevant Notes.

Notes with a maturity of less than one year

Notes issued with a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “Subscription and Sale”.

Issuing and Principal Paying Agent:	JPMorgan Chase Bank, London.
Size:	Up to U.S.\$3,500,000,000 (or its equivalent in other currencies calculated as described herein on page 6) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement).
Redenomination:	If the Specified Currency of an issue of Notes is a currency of one of the member states of the European Union, the Issuer may specify in the applicable Pricing Supplement that such Notes will include redenomination provisions for the redenomination of the Specified Currency to euro, and, if so specified, the wording of the redenomination provisions will be set out in full in the applicable Pricing Supplement.
Maturities:	Such maturities as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Pricing Supplement, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be in bearer form. Each Tranche of Notes will initially be represented by a temporary global Note which will be deposited on the relevant Issue Date with a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearance system and which will be exchangeable, upon request, as described therein for either a permanent global Note or definitive Notes (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Pricing Supplement) in each case on and after the date which is the later of (i) 40 days after the Issue Date and (ii) 40 days after the completion of the distribution of the Notes of the relevant Tranche upon certification of non-U.S. beneficial ownership as required by U.S. tax laws and regulations, as more particularly described in "Form of Notes" on page 11. A permanent global Note will be exchangeable, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole but not in part for definitive Notes upon not less than 60 days' written notice to the Agent as described in "Form of the Notes" below. Any interest in a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or any other agreed clearance system, as appropriate.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement).
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined:

- (i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer,

as indicated in the applicable Pricing Supplement.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Index Linked Notes: Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree (as indicated in the applicable Pricing Supplement).

Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes: Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both (as indicated in the applicable Pricing Supplement).

Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as selected prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates specified in, or determined pursuant to, the applicable Pricing Supplement and will be calculated on the basis of the relevant Day Count Fraction unless otherwise indicated in the applicable Pricing Supplement.

Dual Currency Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree (as indicated in the applicable Pricing Supplement).

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest other than in the case of late payment.

Redemption: The Pricing Supplement relating to each Tranche of Notes will indicate either that the Notes of such Tranche cannot be redeemed prior to their stated maturity (other than in specified instalments (see below), if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Pricing Supplement) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Pricing Supplement.

Notes issued with a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "Certain Restrictions – Notes with a maturity of less than one year" above.

The Pricing Supplement may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement.

Denomination of Notes:	Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Pricing Supplement save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “Certain Restrictions – Notes with a maturity of less than one year” above.
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by the United States, except as provided in Condition 7.
Negative Pledge:	The terms of the Notes will contain restrictions on liens as further described in Condition 3.
Cross Default:	The terms of the Notes will contain a cross-default provision as further described in Condition 9.
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and, subject to the provisions of Condition 3, unsecured obligations of the Issuer and will rank pari passu among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Listing:	<p>Application has been made to list the Notes issued under the Programme on the Luxembourg Stock Exchange. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer in relation to each Series.</p> <p>Unlisted Notes may also be issued.</p> <p>The Pricing Supplement relating to each Tranche of Notes will state whether or not and, if so, on which stock exchange(s) the Notes are to be listed.</p>
Governing Law:	The Notes will be governed by, and construed in accordance with, the laws of the State of New York.
Selling Restrictions:	There are selling restrictions in relation to the United States, the United Kingdom, France, Japan and Germany and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See “Subscription and Sale” below.

FORM OF THE NOTES

Each Tranche of Notes will be initially represented by a temporary global Note without receipts, interest coupons or talons, which will be delivered to a common depositary for Euroclear and Clearstream, Luxembourg. Whilst any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made against presentation of the temporary global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not United States persons or persons who have purchased for resale to any United States person, as required by U.S. tax laws and regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent. Any reference in this section “Form of the Notes” to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer and the Agent.

On and after the date (the “**Exchange Date**”) which is the later of (i) 40 days after the Issue Date of such temporary global Note, and (ii) 40 days after the completion of the distribution of the Notes of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue) (the “Distribution Compliance Period”), interests in such temporary global Note will be exchangeable (free of charge) upon a request as described therein either for interests in a permanent global Note without receipts, interest coupons or talons or for definitive Notes with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Pricing Supplement) in each case against certification of beneficial ownership as described in the second sentence of the immediately preceding paragraph unless such certification has already been given. The holder of a temporary global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless upon due certification exchange of the temporary global Note is improperly withheld or refused. Pursuant to the Agency Agreement (as defined under “Terms and Conditions of the Notes” below) the Agent shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period (as notified by the Agent to the relevant Dealer or, in the case of a syndicated issue, the lead manager) with respect to the Notes of such Tranche. No definitive Note will be mailed or otherwise delivered to any location in the United States.

Payments of principal and interest (if any) on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the permanent global Note without any requirement for certification. Unless otherwise specified in the applicable Pricing Supplement, a permanent global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, receipts, interest coupons and talons attached upon not less than 60 days’ written notice to the Agent as described therein.

Global Notes and definitive Notes will be issued pursuant to the Agency Agreement.

The following legend will appear on all Notes and on all receipts, interest coupons and talons relating to such Notes:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Notes, receipts or interest coupons.

Notes which are represented by a global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg and/or any other agreed clearing system as the case may be.

If the Pricing Supplement relating to a Tranche of Notes specifies any modification to the Terms and Conditions of the Notes as described herein, it is envisaged that, to the extent that such modification relates only to Conditions 1, 4, 5, 6 (except Condition 6(b)), 10, 11, 12, 13 (insofar as Notes are not listed on any stock exchange) and 15, they will not necessitate the preparation of a supplementary Information Memorandum. If the Terms and Conditions of the Notes of any Series are to be modified in any other respect, a supplementary Information Memorandum or a further Information Memorandum describing the modification will be prepared, if appropriate.

FORM OF PRICING SUPPLEMENT

The following is the form of Pricing Supplement. References to numbered Conditions are to the Terms and Conditions to the relevant Note:

Pricing Supplement dated ●

COCA-COLA ENTERPRISES INC.
[Title of relevant Series of Notes (specifying type of Notes)]
issued pursuant to the
U.S.\$3,500,000,000
Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Information Memorandum dated 8th May, 2003. This Pricing Supplement is supplemental to and must be read in conjunction with such Information Memorandum.

If the Notes have a maturity of less than one year, the minimum denomination may need to be £100,000 or its equivalent in any other currency and be sold only to “professional investors” (or another applicable exemption from section 19 of the Financial Services and Markets Act 2000 must be available).

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs.]

1. **Issuer:** []
2. (i) **Series Number:** []
(ii) **Tranche Number:** []
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
3. **Specified Currency or Currencies:** []
4. **Aggregate Nominal Amount:**
– **Tranche:** []
– **Series:** []
5. (i) **Issue Price of Tranche:** [] per cent. of the Aggregate Nominal Amount
[plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
(ii) **Net proceeds:** [] *(Required only for listed issues)*
6. **Specified Denominations:** []
7. (i) **Issue Date [and Interest Commencement Date]:** []
(ii) **Interest Commencement Date (if different from the Issue Date):** []
8. **Maturity Date:** [Fixed rate – specify date/
Floating rate – Interest Payment Date falling in
or nearest to [specify month]]
9. **Interest Basis:** [[] per cent. Fixed Rate]
[[LIBOR/EURIBOR]+/[–] [] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]

- [specify other]
(further particulars specified below)
- 10. Redemption/Payment Basis:** [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[specify other]
- 11. Change of Interest Basis or Redemption/
Payment Basis:** [Specify details of any provision for change of
Notes into another Interest Basis or Redemption/
Payment Basis]
- 12. Put/Call Options:** [Investor Put]
[Issuer Call]
[(further particulars specified below)]
- 13. Listing:** [Luxembourg/specify other/None]
- 14. Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15. Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-
paragraphs of this paragraph)
- (i) **Rate(s) of Interest:** [] per cent. per annum [payable
[annually/semi-annually/quarterly/monthly] in
arrear]
(If payable other than annually, consider
amending Condition 4)
- (ii) **Interest Payment Date(s):** [[] in each year up to and including the Maturity
Date]/[specify other]
(NB: This will need to be amended in the case
of long or short coupons)
- (iii) **Fixed Coupon Amount(s):** [] per [] in nominal amount
- (iv) **Broken Amount(s):** [Insert particulars of any initial or final broken
interest amounts which do not correspond with
the Fixed Coupon Amount]
- (v) **Day Count Fraction:** [30/360 or Actual/Actual (ISMA) or specify other]
- (vi) **Determination Date(s):** [] in each year
[Insert regular interest payment dates, ignoring
issue date or maturity date in the case of a long
or short first or last coupon. (NB: This will need to
be amended in the case of regular interest
payment dates which are not of equal duration)
(NB: Only relevant where Day Count Fraction is
Actual/Actual (ISMA))]
- (vii) **Other terms relating to the method of
calculating interest for Fixed Rate Notes:** [None/Give details]

16. Floating Rate Note Provisions	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Specified Period(s)/Specified Interest Payment Dates:	[]
(ii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]
(iii) Additional Business Centre(s):	[]
(iv) Manner in which the Rate(s) of Interest and Interest Amount(s) is/are to be determined:	[Screen Rate Determination/ISDA Determination/specify other]
(v) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent):	[]
(vi) Screen Rate Determination:	
– Reference Rate:	[] (Either LIBOR, EURIBOR or other, although additional information is required if other – including fallback provisions in the Agency Agreement)
– Interest Determination Date(s):	[] (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR/second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
– Relevant Screen Page:	[] (In the case of EURIBOR, if not Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions in the Agency Agreement)
(vii) ISDA Determination:	
– Floating Rate Option:	[]
– Designated Maturity:	[]
– Reset Date:	[]
(viii) Margin(s):	[+/-] [] per cent. per annum
(ix) Minimum Rate of Interest:	[] per cent. per annum
(x) Maximum Rate of Interest:	[] per cent. per annum
(xi) Day Count Fraction:	[Actual/365 Actual/365 (Fixed)]

Actual/365 (Sterling)
 Actual/360
 30/360
 30E/360
Other
 (See Condition 4 for alternatives)

- (xii) **Fall back provisions, rounding provisions** ☐
 and any other terms relating to the
 method of calculating interest on
 Floating Rate Notes, if different from
 those set out in the Conditions:

17. Zero Coupon Note Provisions

[Applicable/Not Applicable]
 (If not applicable, delete the remaining sub-
 paragraphs of this paragraph)

- (i) **Accrual Yield:** ☐ per cent. per annum
- (ii) **Reference Price:** ☐
- (iii) **Any other formula/basis of determining** ☐
amount payable:
- (iv) **Day Count Fraction in relation to Early** [Conditions 6 (e)(iii) and (j) apply/specify other]
Redemption Amounts and late payment: (Consider applicable day count fraction if not
 U.S. dollar denominated)

18. Index Linked Interest Note Provisions

[Applicable/Not Applicable]
 (If not applicable, delete the remaining sub-
 paragraphs of this paragraph)

- (i) **Index/Formula:** [give or annex details]
- (ii) **Calculation Agent responsible for** ☐
calculating the principal and/or
interest due:
- (iii) **Provisions for determining Coupon** ☐
where calculation by reference to Index
and/or Formula is impossible or
impracticable:
- (iv) **Specified Period(s)/Specified Interest** ☐
Payment Dates:
- (v) **Business Day Convention:** [Floating Rate Convention/Following Business
 Day Convention/Modified Following Business
 Day Convention/Preceding Business Day
 Convention/specify other]
- (vi) **Additional Business Centre(s):** ☐
- (vii) **Minimum Rate of Interest:** ☐ per cent. per annum
- (viii) **Maximum Rate of Interest:** ☐ per cent. per annum
- (ix) **Day Count Fraction:** ☐

19. Dual Currency Note Provisions

[Applicable/Not Applicable]
 (If not applicable, delete the remaining sub-
 paragraphs of this paragraph)

- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest payable: []
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

20. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): []
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: []
 - (b) Maximum Redemption Amount: []
- (iv) Notice period (if other than as set out in the Conditions): []

21. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): []
- (iii) Notice period (if other than as set out in the Conditions): []

22. Final Redemption Amount of each Note: [Nominal Amount/specify other/see Appendix]

23. Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6 (e)): []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on 60 days' notice given at any time]

or

[Temporary Global Note exchangeable for
Definitive Notes on and after the Exchange
Date]

or

[other]

25. Additional Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which items 16(iii) and 18 (vi) relate)

26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]

27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. NB: a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]

28. Details relating to Instalment Notes

(i) Instalment Amount(s): [Not Applicable/give details]

(ii) Instalment Date(s): [Not Applicable/give details]

29. Redenomination applicable: Redenomination [not] applicable (if Redenomination is applicable, specify the terms of the redenomination in an Annex to the Pricing Supplement)

30. Other terms or special conditions: [Not Applicable/give details]

DISTRIBUTION

31. (i) If syndicated, names of Managers: [Not Applicable/give names]

(ii) Stabilising Manager (if any): [Not Applicable/give name]

32. If non-syndicated, name of relevant Dealer: []

33. Whether TEFRA D rules or TEFRA rules not applicable: [TEFRA D/TEFRA not applicable]

34. Additional selling restrictions: [Not Applicable/give details]

OPERATIONAL INFORMATION

35. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

36. Delivery: Delivery [against/free of] payment

37. Additional Paying Agent(s) (if any): []

ISIN: []
Common Code: []

[] LISTING APPLICATION

The above Pricing Supplement comprises the details required to list this issue of Notes pursuant to the U.S.\$3,500,000,000 Euro Medium Term Note Programme of Coca-Cola Enterprises Inc. (as from [*insert issue date for the Notes*]) for which purpose it is hereby submitted.

JPMorgan Chase Bank
(as Agent)]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of Coca-Cola Enterprises Inc.

By
Duly authorised

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each global Note and each definitive Note, in the latter case only if permitted by the rules of the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each temporary global Note, permanent global Note and definitive Note. Reference should be made to "Form of the Notes" above for a description of the content of Pricing Supplements which will include the definitions of certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued, as indicated in the Pricing Supplement (as defined below), by Coca-Cola Enterprises Inc. (the "**Issuer**") pursuant to the Agency Agreement (as defined below).

References herein to the "Notes" shall be references to the Notes of this Series only and shall mean (where the context so permits):

- (i) in relation to any Notes represented by a global Note, units of the lowest Specified Denomination in the Specified Currency;
- (ii) definitive Notes issued in exchange for a global Note; and
- (iii) any global Note.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an amended and restated Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 8th May, 2003 and made among Coca-Cola Enterprises Inc. and JPMorgan Chase Bank as issuing and principal paying agent and agent bank (the "**Agent**", which expression shall include any successor agent specified in the applicable Pricing Supplement) and the other paying agents named therein (together with the Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes (unless otherwise indicated in the applicable Pricing Supplement) have interest coupons ("**Coupons**") and, if indicated in the applicable Pricing Supplement, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Notes repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue.

The Pricing Supplement for this Note (or the relevant provisions thereof) is attached to or endorsed on this Note and supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References to the "applicable Pricing Supplement" are to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

Any reference to "Noteholders" shall mean the holders of the Notes, and shall, in relation to any Notes represented by a global Note, be construed as provided below. Any reference herein to "Receiptholders" shall mean the holders of the Receipts and any reference herein to "Couponholders" shall mean the holders of any Coupons, and shall, unless the context otherwise requires, include any holders of the Talons.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are

(i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Agency Agreement and the applicable Pricing Supplement are available for inspection during normal business hours at the specified office of each of the Agent and the other Paying Agents save that, if this Note is an unlisted Note of any Series, the applicable Pricing Supplement will only be available for inspection by a Noteholder holding one or more unlisted Notes of that Series and such Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Notes and as to identity. The Noteholders, the Receipholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Pricing Supplement which are applicable to them.

Copies of the Pricing Supplement shall also be available (free of charge) from the specified offices of the Paying Agents for the time being in Luxembourg.

Words and expressions defined in the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note or a combination of any of the foregoing, depending upon the Interest Basis or the Redemption/Payment Basis, as the case may be, shown in the applicable Pricing Supplement.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The Issuer, the Replacement Agent (as defined in the Agency Agreement) and any Paying Agent may deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a global Note held on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer, the Agent and any other Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly. Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Agent.

2. STATUS OF THE NOTES

The Notes and the relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

3. COVENANTS

(a) *Restrictions on Liens*

The Issuer will not, nor will it permit any Restricted Subsidiary (as defined below) to create, incur, issue, assume, guarantee or suffer to exist any Secured Debt (as defined below) without in any such case effectively providing, concurrently with the creation, incurrence, issuance, assumption or guarantee of any such Secured Debt, that the Notes (together with, if the Issuer shall so determine, any other indebtedness of or guaranteed by the Issuer or such Restricted Subsidiary ranking equally with the Notes and then existing or thereafter created) shall be secured equally and rateably with or prior to such Secured Debt so long as such Secured Debt shall be secured.

The foregoing restrictions shall not apply to:

- (i) Mortgages (as defined below) on property, shares of stock or indebtedness of any corporation existing at the time such corporation becomes a Restricted Subsidiary;
- (ii) Mortgages on property or shares of stock existing at the time of acquisition of such property or stock by the Issuer or a Restricted Subsidiary or existing as of 27th September, 1997;
- (iii) Mortgages to secure the payment of all or any part of the price of acquisition, construction or improvement of such property or stock by the Issuer or a Restricted Subsidiary, or to secure any Secured Debt incurred by the Issuer or a Restricted Subsidiary, prior to, at the time of, or within 90 days after, the later of the acquisition or completion of construction (including any improvements on an existing property), which Secured Debt is incurred for the purpose of financing all or any part of the purchase price thereof or construction of improvements thereon; provided, however, that, in the case of any such acquisition, construction or improvement, the Mortgage shall not apply to any property previously owned by the Issuer or a Restricted Subsidiary, other than, in the case of any such construction or improvement, any previously substantially unimproved real property on which the property or improvement so constructed is located;
- (iv) Mortgages securing Secured Debt of a Restricted Subsidiary owing to the Issuer or to another Restricted Subsidiary;
- (v) Mortgages on property of a corporation existing at the time such corporation is merged into or consolidated with the Issuer or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation or firm as an entirety or substantially as an entirety to the Issuer or a Restricted Subsidiary;
- (vi) Mortgages on property of the Issuer or a Restricted Subsidiary in favour of the United States (as defined in Condition 5(b)) or any State thereof, or any department, agency or instrumentality or political sub-division of the United States or any State thereof, or in favour of any other country or any political sub-division thereof, or any department, agency or instrumentality of such country or political sub-division, to secure partial progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Mortgages; or
- (vii) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Mortgage referred to in the foregoing sub-paragraphs (i) to (vi) inclusive; provided, however, that the principal amount of Secured Debt secured thereby shall not exceed the principal amount of Secured Debt so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to all or a part of

the property which secured the Mortgage so extended, renewed or replaced (plus improvements and construction on such property).

Notwithstanding the foregoing provisions, the Issuer and any one or more Restricted Subsidiaries may, without securing the Notes, create, incur, issue, assume or guarantee Secured Debt secured by a Mortgage which would otherwise be subject to the foregoing restrictions in an aggregate amount which, together with all other Secured Debt of the Issuer and its Restricted Subsidiaries which (if originally created, incurred, issued, assumed or guaranteed at such time) would otherwise be subject to the foregoing restrictions (not including Secured Debt permitted to be secured under sub-paragraphs (i) to (vii) above), does not at the time exceed 15 per cent. of the share-owners' equity of the Issuer and its consolidated Subsidiaries (as defined below) as shown on the consolidated financial statements of the Issuer as of the end of the fiscal year immediately preceding the date of determination.

(b) *Restrictions on Sale and Leaseback Transactions*

The Issuer will not, nor will it permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction (as defined below) unless:

- (i) the Issuer or such Restricted Subsidiary would be entitled, pursuant to paragraph (b) above, to create, incur, issue, assume or guarantee indebtedness secured by a Mortgage upon such property at least equal in amount to the Attributable Debt (as defined below) in respect of such arrangement without equally and rateably securing the Notes; provided, however, that from and after the date on which such arrangement becomes effective, the Attributable Debt in respect of such arrangement shall be deemed, for all purposes under the covenant in paragraph (b) above to be Secured Debt, subject to the provisions of paragraph (b) above; or
- (ii) since 27th September, 1997 and within a period commencing twelve months prior to the consummation of such Sale and Leaseback Transaction and ending twelve months after the consummation of such Sale and Leaseback Transaction, the Issuer or Restricted Subsidiary, as the case may be, has expended or will expend for the Principal Property (as defined below) an amount equal to (A) the net proceeds of such Sale and Leaseback Transaction, and the Issuer elects to designate such amount as a credit against such Sale and Leaseback Transaction, or (B) a part of the net proceeds of such Sale and Leaseback Transaction and the Issuer elects to designate such amount as a credit against such Sale and Leaseback Transaction and applies an amount equal to the remainder of the net proceeds as provided in sub-paragraph (iii); or
- (iii) such Sale and Leaseback Transaction does not come within the exceptions provided by sub-paragraph (i) above and the Issuer does not make the election permitted by sub-paragraph (ii) above or makes such election only as to a part of such net proceeds, in either of which events the Issuer shall apply an amount in cash equal to the Attributable Debt in respect of such arrangement (less any amount elected under sub-paragraph (ii)) to the retirement, within 90 days of the effective date of any such arrangement, of indebtedness for borrowed money of the Issuer or any Restricted Subsidiary (other than indebtedness for borrowed money of the Issuer which is subordinated to the Notes) which by its terms matures at or is extendible or renewable at the sole option of the obligor without requiring the consent of the obligee to a date more than twelve months after the date of the creation of such indebtedness for borrowed money (it being understood that such retirement may be made by prepayment of such indebtedness for borrowed money if permitted by the terms thereof, as well as by payment at maturity and that at the option of the Issuer, such indebtedness may include the Notes).

(c) *Restrictions on Consolidation, Merger or Sale*

The Issuer may not consolidate with or merge with or into, or transfer all or substantially all of its assets to, any person unless (A) either (i) the Issuer will be the resulting or surviving entity or (ii) such person is a corporation organised and existing under the laws of the United States, a State thereof or the District of Columbia and such person expressly assumes in a legally effective manner all the obligations of the Issuer under the Notes, in which event all such obligations of the Issuer shall terminate, and (B) immediately before and immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Issuer at the time of such transaction as having been

incurred by the Issuer at the time of such transaction, no Event of Default (as defined in Condition 9) shall have occurred and be continuing.

(d) Definitions

As used herein:

“Attributable Debt” in respect of a Sale and Leaseback Transaction means the present value (discounted at the interest rate borne by the Notes outstanding at the time of such Sale and Leaseback Transaction compounding at the end of each interest period) of the obligation of a lessee for net rental payments during the remaining term of any lease (including any period for which such lease has been extended).

“Mortgage” or “Mortgages” means any mortgage, pledge, lien, security interest or other encumbrances upon any Principal Property or on any such shares of stock or indebtedness of any Restricted Subsidiary (whether such Principal Property, shares of stock or indebtedness are owned on the Issue Date or thereafter acquired).

“Principal Property” means each bottling plant or facility of the Issuer or a Restricted Subsidiary located within the United States or Puerto Rico, except any such bottling plant or facility which the Board of Directors of the Issuer by resolution reasonably determines not to be of material importance to the total business conducted by the Issuer and its Restricted Subsidiaries.

“Restricted Subsidiary” means any Subsidiary (i) substantially all of the property of which is located, or substantially all of the business of which is carried on, within the fifty States of the United States, the District of Columbia or Puerto Rico and (ii) which owns or leases any Principal Property.

“Sale and Leaseback Transaction” means any arrangement with any person providing for the leasing by the Issuer or any Restricted Subsidiary of any Principal Property whether such Principal Property is now owned or hereafter acquired (except for temporary leases for a term, including renewals at the option of the lessee, of not more than three years and except for leases between the Issuer and a Restricted Subsidiary or between Restricted Subsidiaries), which property has been or is to be sold or transferred by the Issuer or any such Restricted Subsidiary to such person with the intention of taking back a lease of such property.

“Secured Debt” means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed secured by any Mortgage.

“Subsidiary” means any corporation of which stock having by its terms ordinary voting power to elect at least a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by the Issuer or by the Issuer and one or more Subsidiaries or by one or more Subsidiaries.

4. INTEREST

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in these Terms and Conditions, “Fixed Interest Period” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“Day Count Fraction” means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

- (i) if “Actual/Actual (ISMA)” is specified in the applicable Pricing Supplement:
 - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “**Accrual Period**”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; and
- (ii) if “30/360” is specified in the applicable Pricing Supplement, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360.

In these Terms and Conditions:

“Determination Period” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on (but excluding) the first Determination Date falling after, such date); and

“sub-unit” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or

- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions,

“Business Day” means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Pricing Supplement; and
- (B) either (1) in relation to interest payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET System is open.

“euro” means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System; and

“Treaty” means the Treaty establishing the European Community, as amended.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph (A), "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2000 ISDA Definitions, as published by the International Swaps and Derivative Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

- (1) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (2) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate ("**LIBOR**") or on the Euro-zone inter-bank offered rate ("**EURIBOR**") for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Pricing Supplement.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.

(B) *Screen Rate Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

(iii) Minimum and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent will calculate the amount of interest (the “**Interest Amount**”) payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“Day Count Fraction” means, in respect of the calculation of an amount of interest in accordance with this Condition 4(b):

- (i) if “Actual/365” or “Actual/Actual” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/365 (Sterling)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “Actual/360” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(v) Notification of Rate of Interest and Interest Amounts

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, the expression "London Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vi) Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b), whether by the Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Interest on Dual Currency Notes

The rate or amount of interest payable in respect of Dual Currency Notes shall be determined in the manner specified in the applicable Pricing Supplement.

(d) Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(e) Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given in accordance with Condition 13.

5. PAYMENTS

(a) Method of Payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque

in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Notwithstanding anything to the contrary in this Condition 5, if any amount of principal and/or interest in respect of this Note is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of this Note will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Whilst any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to its exchange for a permanent global Note or definitive Notes, as the case may be, will be made only to the extent that certification has been received to the effect that the beneficial owners of interests in such Note are not United States persons or persons who have purchased for resale to any United States person, as required by U.S. tax laws and regulations.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7. References to "Specified Currency" will include any successor currency under applicable law.

(b) *Presentation of Notes, Receipts and Coupons*

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against surrender of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia), its territories, its possessions (including the Commonwealth of Puerto Rico) and other areas subject to its jurisdiction).

Payments of instalments of principal (if any), other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (a) above against surrender of the relevant Receipt, at the specified office of any Paying Agent outside the United States. Payment of the final instalment will be made in the manner provided in paragraph (a) above only against surrender of the relevant Note. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under

Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "Long Maturity Note" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant global Note against presentation or surrender, as the case may be, of such global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by such Paying Agent and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of a global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note.

(c) Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Payment Day" means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) London;
 - (C) any Additional Financial Centre specified in the applicable Pricing Supplement; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London and any Additional Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET System is open.

(d) Interpretation of Principal and Interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(e)); and
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

6. REDEMPTION AND PURCHASE

(a) Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

(b) Redemption for Tax Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note nor an Index Linked Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Interest Note), on giving not less than 30 nor more than 60 days' notice to the Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if:

- (i) (A) on the occasion of the next payment due under the Notes, the Issuer has or will become obligated to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws (including any regulations or rulings promulgated thereunder) of the United States or any political subdivision or any taxing authority thereof or therein, or any change in the application or official interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction in the United States) which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes or (B) any such change, amendment, application or interpretation shall be officially proposed, which, in the written opinion of independent legal counsel in the United States of recognised standing to the Issuer will result in a material probability that the Issuer will, on the occasion of the next payment due under the Notes, become obligated to pay additional amounts as provided or referred to in Condition 7; and
- (ii) in its business judgment such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer, would be obligated, or there exists the material probability that the Issuer would become obligated to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent (a) a certificate signed by two duly authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (b) a written opinion of independent legal counsel in the United States to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

In addition if the Issuer determines, based upon a written opinion of independent United States legal counsel, that any payment made outside the United States by the Issuer or any Paying Agent of principal or interest due in respect of any Note, Receipt or Coupon would, under any present or future laws or regulations of the United States, be subject to any certification, identification or other information reporting requirement of any kind, the effect of which is the disclosure to the Issuer, any Paying Agent or any governmental authority of the nationality, residence or identity (as distinguished from, for example, status as a United States Alien (as defined in Condition 7)) of a beneficial owner of such Note, Receipt or Coupon who is a United States Alien the Issuer, at its option, will either (x) redeem the Notes, in whole but not in part, or (y) if and so long as the conditions of Condition 7 are satisfied, pay the additional amounts specified in Condition 7.

Notwithstanding the preceding sentence, the Issuer will not be required to redeem the Notes if the certification, identification or information reporting requirement: (1) would not be applicable to a payment made by the Issuer or any Paying Agent (i) directly to the beneficial owner or (ii) to a custodian, nominee or other agent of the beneficial owner, (2) can be satisfied by such custodian, nominee or other agent certifying that such beneficial owner is a United States Alien, provided that in each case referred to in sub-paragraphs (1)(ii) and (2) payment by such custodian, nominee or agent of such beneficial owner is not otherwise subject to any such requirement (other than a requirement which is imposed on a custodian, nominee, or other agent described in (4) of this sentence), (3) would not be applicable to a payment made by at least one other Paying Agent or (4) is applicable to a payment to a custodian, nominee, or other agent of the beneficial owner who is (i) a United States person, (ii) a controlled foreign corporation for United States tax purposes, (iii) a foreign person 50 per cent. or more of whose gross income for the 3 year period ending with the close of its taxable year preceding the year of payment is effectively connected with a United States trade or business, (iv) a foreign partnership if, at any time during its tax year, one or more of its partners are United States persons who in the aggregate hold more than 50 per cent. of the income or capital interest in the partnership or if, at any time during its tax year, it is engaged in the conduct of a trade or business in the United States, (v) a U.S. branch of a foreign bank or a foreign insurance company for United States tax purposes (a person described in (ii), (iii), (iv) or (v), hereinafter a **"U.S. Controlled Person"**), or (vi) otherwise related to the United States.

Such determination and election to redeem or pay additional amounts will be made as soon as practicable, and the Issuer will promptly publish notice thereof (the **"Determination Notice"**), stating the effective date of such certification, identification or other information or reporting requirement, whether the Notes shall be redeemed or the additional amounts specified in Condition 7 shall be paid and (if applicable) the last date by which the redemption of the Notes must take place.

If an election has been made that the Notes shall be redeemed, such redemption will take place on such date (being an Interest Payment Date if this Note is either a Floating Rate Note or an Index Linked Interest Note), not later than one year after the publication of the Determination Notice, as the Issuer elects by notice to the Noteholders in accordance with Condition 13 at least 60 days before the date fixed for redemption. Notwithstanding the foregoing, the Notes will not be so redeemed if the Issuer subsequently determines based on an opinion of independent United States legal counsel, no less than 30 days prior to the redemption date, that subsequent payments would not be subject to any such requirement, in which case the Issuer will promptly publish notice of such determination and any earlier redemption notice will be revoked and of no further effect.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) Redemption at the Option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 13; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Agent;

(which notices shall be irrevocable), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than a Maximum Redemption Amount in each case, as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least 5 days prior to the Selection Date.

(d) Redemption at the Option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear or Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition accompanied by, if this Note is in definitive form, this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depository for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time

and, if this Note is represented by a global Note, at the same time present or procure the presentation of the relevant global Note to the Agent for notation accordingly.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 9.

(e) Early Redemption Amounts

For the purpose of paragraph (b) above and Condition 9, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of Notes (other than Zero Coupon Notes but including Instalment Notes and Partly Paid Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their nominal amount; or
- (iii) in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

“**RP**” means the Reference Price;

“**AY**” means the Accrual Yield expressed as a decimal; and

“**y**” is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

(f) Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (e) above.

(g) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(h) Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes (provided that, in the case of definitive Notes, all unmaturing Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(i) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph (h) above (together with all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

(j) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

7. TAXATION

(a) Payments Without Withholding or Deductions

Subject to certain exceptions and limitations set forth below, payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the United States or any political subdivision or any taxing authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction.

(b) Exceptions relating to United States Taxes

The obligation of the Issuer to pay additional amounts as described in paragraph (a) above in respect of taxes, duties, assessments or governmental charges in the United States, shall not apply as a result of withholding or deduction on account of any one or more of the following:

- (i) any tax, duty, assessment or other governmental charge which would not have been so imposed but for (A) the existence of any present or former connection between the holder (or between a fiduciary, settlor, or beneficiary of, or a person holding a power over, such holder, if such holder is an estate or a trust, or a member or shareholder of such holder, if such holder is a partnership or a corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident of the United States or treated as a resident thereof or being or having been engaged in a trade or business therein or having or having had a permanent establishment therein, or (B) such holder's present or former status as a personal holding company, foreign personal holding company or passive foreign investment company with respect to the United States or a controlled foreign corporation or a foreign tax exempt organisation for United States tax purposes or as a corporation which accumulates earnings to avoid United States Federal income tax;
- (ii) any tax, duty, assessment or other governmental charge which would not have been so imposed but for the presentation or surrender by the holder of such Note, Receipt or Coupon for payment on a date more than 30 days after the Relevant Date except to the extent that the holder thereof

would have been entitled to an additional amount on presenting the same for payment on such thirtieth day;

- (iii) any estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, duty, assessment or other governmental charge;
- (iv) any tax, duty, assessment or other governmental charge which would not have been so imposed but for the failure to comply with certification, identification or other information reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of such Note, Receipt or Coupon, if such compliance is required by statute or by regulation of the United States as a precondition of relief or exemption from such tax, duty, assessment or other governmental charge;
- (v) any tax, duty, assessment or other governmental charge which is payable otherwise than by withholding from a payment on a Note, Receipt or Coupon;
- (vi) any tax, duty, assessment or other governmental charge imposed on a Noteholder, Receiptholder or Couponholder that actually or constructively owns 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote within the meaning of Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended, and any regulations thereunder (the “**Code**”);
- (vii) any tax, duty, assessment or other governmental charge required to be made pursuant to any European Union directive on the taxation of savings implementing the conclusions of the ECOFIN council meeting of 26th-27th November, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive or law; or
- (viii) any tax, duty, assessment or other governmental charge which would not have been imposed if the relevant Note, Receipt or Coupon had been presented to another Paying Agent in a Member State of the European Union.
- (ix) any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii).

In addition, additional amounts will not be paid to a beneficial owner of a Note, Receipt or Coupon that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, or to a beneficial owner that is not the sole beneficial owner of such Note, Receipt or Coupon, as the case may be. This exception, however, will apply only to the extent that a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment.

(d) Election to Pay Backup Withholding Tax

Notwithstanding paragraph (c) above, if and so long as a certification, identification or other information reporting requirement referred to in the fourth paragraph of Condition 6(b) would be fully satisfied by payment of a backup withholding tax or similar charge, the Issuer may elect, by so stating in the Determination Notice, to have the following provisions of this Condition 7(d) apply in lieu of the provisions of the fourth paragraph of Condition 6(b).

In such event, the Issuer will pay as additional amounts such amounts as may be necessary so that every net payment made following the effective date of such requirement outside the United States by it or any of the Paying Agents of principal or interest due in respect of any Note, Receipt or Coupon of which the beneficial owner is a United States Alien (but without any requirement that the nationality, residence or identity of such beneficial owner be disclosed to the Issuer, any Paying Agent or any governmental authority), after deduction or withholding for or on account of such backup withholding tax or similar charge (other than a backup withholding tax or similar charge which (1) is the result of a certification, identification or other information reporting requirement which would not be applicable in the circumstances described in the fifth paragraph of Condition 6(b) or (2) is imposed as a result of any of the circumstances described in sub-paragraphs (i), (ii) or (vi) of paragraph (c) above or any

combination thereof), will not be less than the amount provided for in such Note, Receipt or Coupon to be then due and payable.

If the Issuer elects to pay such additional amounts and so long as they are obligated to pay the same, the Issuer may subsequently redeem the Notes in accordance with Condition 6(b).

(e) As used herein,

- (i) "Relevant Date" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13; and
- (ii) "United States Alien" means any person or entity that is not a United States person.

8. PRESCRIPTION

To the extent permitted by applicable law, the Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

9. EVENTS OF DEFAULT

If any one or more of the following events (each an "**Event of Default**") shall occur:

- (a) the Issuer defaults in the payment of, interest on, or any additional amounts payable in respect of, any Notes when the same becomes due and payable and the default continues for a period of 30 consecutive days;
- (b) the Issuer defaults in the payment of the principal of (and premium, if any, on) any Note when the same becomes due and payable at maturity, upon redemption or otherwise, or in the deposit of any sinking fund payment when and as due by the terms of any Note;
- (c) the Issuer fails to comply with any of its other obligations under the Notes and such default continues for the period of 60 days next following the service by a Noteholder on the Issuer of notice requiring the same to be remedied;
- (d) there shall be a default under any bond, debenture, note or other evidence of indebtedness for borrowed money (as defined below) or under any mortgage, indenture or other instrument under which there may be incurred or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or under any guarantee of payment by the Issuer of indebtedness for money borrowed, whether such indebtedness or guarantee exists on the Issue Date of the first Tranche of the Notes or shall be incurred or created after such Issue Date, and as a result of such default such indebtedness has, by acceleration or otherwise under the terms of such bond, debenture, note, mortgage, indenture, guarantee of payment or such other evidence of indebtedness, become due prior to its stated maturity and such default continues for a period of 7 days after the date upon which such indebtedness has become due prior to its stated maturity; provided however, that no default under this paragraph (d) shall exist if all such defaults do not relate to such indebtedness or such guarantees with an aggregate principal amount in excess of U.S.\$50,000,000 (or its equivalent in other currencies);
- (e) if the Issuer pursuant to or within the meaning of Title 11, U.S. Code or any similar U.S. Federal or State law for the relief of debtors ("**Bankruptcy Law**"):
 - (A) commences a voluntary case; or

- (B) consents to the entry of an order for relief against it in an involuntary case; or
 - (C) consents to the appointment of a custodian (being any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law) of it or for all or substantially all of its property; or
 - (D) makes a general assignment for the benefit of its creditors; or
- (f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
- (A) is for relief against the Issuer in an involuntary case; or
 - (B) appoints a custodian of the Issuer for all or substantially all of its property; or
 - (C) orders the liquidation of the Issuer,
- and the order or decree remains unstayed and in effect for 90 days,

then any Noteholder may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare the Note held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6(e)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

As used herein, "indebtedness for borrowed money" means any bond, debenture, note or other evidence of indebtedness for money borrowed by the Issuer, as the case may be.

10. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Replacement Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

11. AGENT AND PAYING AGENTS

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (i) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;
- (ii) there will at all times be a Paying Agent with a specified office in a city in continental Europe;
- (iii) there will at all times be an Agent; and
- (iv) if any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN council meeting of 26th -27th November, 2000 or any law implementing or complying with, or introduced in order to conform to such Directive is introduced, the Issuer will ensure that it maintains a Paying Agent in an EU Member State that will not be obliged to withhold or deduct tax pursuant to any such Directive or law.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 5(a). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of

immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. NOTICES

All notices regarding the Notes shall be published (i) in a leading English language daily newspaper of general circulation in London and (ii) if and for so long as the Notes are listed on the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg. It is expected that such publication will be made in the *Financial Times* or any other daily newspaper of general circulation in London and the *Luxemburger Wort* in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to listing. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in each such newspaper or where published in such newspapers on different dates, the last date of such first publication.

The following sentence will not apply if not permitted by the rules of any relevant stock exchange or other relevant authority. Until such time as any definitive Notes are issued, there may, so long as the global Note(s) is or are held in its/their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (i) any modification (except as mentioned above) of the Agency Agreement which is not materially prejudicial to the interests of the Noteholders; or
- (ii) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

15. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

16. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- (a) The Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, the laws of the State of New York.
- (b) Any State or Federal courts sitting in the Borough of Manhattan, the City of New York shall have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Notes, the Receipts or the Coupons ("**Proceedings**") may be brought in such courts.

The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection which it may on the Issue Date or thereafter have to Proceedings in any such courts whether on the ground of the laying of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

To the extent that the Issuer has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Issuer irrevocably waives such immunity in respect of its obligations or under this Note, or any Receipt or Coupon.

This submission is made for the benefit of the Noteholders, Receiptholders and Couponholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

The Issuer agrees that final judgment in any Proceedings brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which it is subject by a suit upon such judgment or in any manner provided by law.

The Issuer irrevocably waives to the fullest extent permitted by law any requirement or other provision of law, rule, regulation or practice which requires or otherwise establishes as a condition to the Proceedings (including appeals), the posting of any bond or the furnishing, directly or indirectly, of any other security.

The Issuer agrees that the process by which any Proceedings in New York City are begun may be served on it by being delivered to it c/o National Registered Agents, Inc., 105 Chambers Street, New York, NY 10007. If the appointment of the person appointed to receive process on behalf of the Issuer ceases to be effective, the Issuer shall forthwith appoint a further person in the United States of America to accept service of process on its behalf and notify the name and address in accordance with Condition 13.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.

COCA-COLA ENTERPRISES INC.

Coca-Cola Enterprises (the “Company” or “CCE”) at a glance:

- Operating in the non-alcoholic beverage business;
- Serving a market of approximately 402 million consumers throughout North America, Great Britain, continental France, Belgium, the Netherlands, Luxembourg, and Monaco; and
- The world’s largest Coca-Cola bottler, having acquired other bottlers since 1986 at an aggregate cost (including assumed and issued debt) of approximately \$14.6 billion.

The Company estimates that it sold approximately 4.3 billion equivalent cases (192 ounces of finished beverage product) within its territories during 2002. About 93 per cent. of this volume consisted of beverages produced and sold under licenses from The Coca-Cola Company.

The Company’s principal executive offices are located at 2500 Windy Ridge Parkway, Atlanta, Georgia 30339, USA.

The Company operates its business directly and through subsidiary companies. All of the Company’s subsidiary companies are presented in the Company’s financial statements on a consolidated basis. For convenience, references in this section to the scope or population of bottling territories, sales figures within the territories and contractual relationships with The Coca-Cola Company include the Company’s subsidiary companies as well.

The Company was incorporated for an unlimited duration in the State of Delaware, USA in 1944 as a wholly owned subsidiary of The Coca-Cola Company. Its registered office is at Corporation Services Company, 1013 Centre Road, Wilmington, Delaware 19805, USA. In 1986, the Company became a public company registered under the U.S. Securities Act of 1933. At 31 December 2002, The Coca-Cola Company owned approximately 38 per cent. of the Company’s common stock.

As a public company, the Company is subject to the information requirements of the United States Securities Exchange Act of 1934, as amended, and, in connection therewith, files reports and other information with the Commission. Reports, proxy and information statements and other information filed by the Company with the Commission can be inspected and copied at the public reference facility maintained by the Commission at Room 1024, 450 Fifth Street, Washington, DC 20549, USA. The Commission also maintains a web site that contains reports, proxy and information statements and other information regarding registrants that file electronically. The address of this site is <http://www.sec.gov>.

Relationship with The Coca-Cola Company

The Coca-Cola Company is the Company’s largest shareowner. Three directors of the Company’s fifteen director board are executive officers of The Coca-Cola Company. The Company and The Coca-Cola Company are parties to a number of significant transactions and agreements incidental to their respective businesses and may enter into additional material transactions and agreements in the future.

The Company conducts its business primarily under agreements with The Coca-Cola Company. These agreements give the Company the exclusive right to market, distribute and produce beverage products of The Coca-Cola Company in authorised containers in specified territories. These agreements provide The Coca-Cola Company with the ability, in its sole discretion, to establish prices, terms of payment, and other terms and conditions for the purchase of concentrates and syrups from The Coca-Cola Company. These agreements in the United States are perpetual. Internationally, the agreements have ten-year terms (expiring in 2008 in Luxembourg, 2007 in the United Kingdom and 2006 in the Netherlands, France and Belgium) and permit bottlers in the European Union (“EU”) to fill unsolicited orders for product from other member states of the EU. Other significant transactions and agreements with The Coca-Cola Company include, arrangements for cooperative marketing, advertising expenditures and purchases of sweeteners.

Since 1979, The Coca-Cola Company has assisted in the transfer of ownership or financial restructuring of a majority of its United States Coca-Cola bottler operations and has assisted in similar transfers of bottlers operating outside the United States. The Coca-Cola Company has sometimes acquired bottlers and then sold them to other bottlers, including the Company. The Coca-Cola Company has advised the Company that it may continue this reorganisation of its bottler system.

As a result of matters such as the foregoing, the relationship between the Company and The Coca-Cola Company may give rise to potential conflicts of interest.

The following table sets forth the names of the Board of Directors of CCE as of the date of this Information Memorandum and significant activities outside CCE:

Name	Significant Outside Activity	Name	Significant Outside Activity
John R. Alm	President and Chief Operating Officer Coca-Cola Enterprises Inc.	John E. Jacob	Executive Vice President – Global Communications Anheuser-Busch Companies, Inc.
Howard G. Buffett	President Biologics Director Berkshire Hathaway, Inc. And ConAgra Foods, Inc.	Summerfield K. Johnston, Jr.	Former Chairman of the Board Coca-Cola Enterprises Inc.
John L. Clendenin	Chairman Emeritus BellSouth Corporation		
The Hon. J. Trevor Eyton	Senator The Senate of Canada Director Brascan Corporation	Jean-Claude Killy	Former Chairman and Chief Executive Officer The Company of the Tour de France
Gary P. Fayard	Senior Vice President and Chief Financial Officer The Coca-Cola Company	Lowry F. Kline	Chairman and Chief Executive Officer Coca-Cola Enterprises Inc.
Marvin J. Herb	Chairman HERBCO L.L.C.	Deval L. Patrick	Executive Vice President, General Counsel and Secretary The Coca-Cola Company
Steven J. Heyer	President and Chief Operating Officer The Coca-Cola Company	Paula G. Rosput	Chairman, President and Chief Executive Officer AGL Resources
L. Phillip Humann	Chairman, President and Chief Executive Officer SunTrust Banks, Inc.		

SUMMARY FINANCIAL DATA

The following table sets forth selected consolidated financial data of CCE. The selected consolidated financial data are derived from and should be read in conjunction with the Consolidated Financial Statements of CCE (including the notes thereto). With respect to the full fiscal year presented, audited consolidated financial statements are incorporated by reference or included in CCE's Annual Reports on Form 10-K for such periods. The following table is presented in millions of United States dollars except per share data.

(IN MILLIONS EXCEPT PER SHARE DATA)	FISCAL YEAR (31st December)	
	2002 ^(A)	2001 ^(B)
Operations Summary		
Net operating revenues	\$16,058	\$14,999
Cost of sales	9,458	9,015
Gross profit.. .. .	6,600	5,984
Selling, delivery, and administrative expenses.. .. .	5,236	5,383
Operating income	1,364	601
Interest expense, net	662	753
Other nonoperating income, net	3	2
Income (loss) before income taxes and cumulative effect of changes in accounting	705	(150)
Income tax expense (benefit) ^(C)	211	(131)
Net income (loss) before cumulative effect of changes in accounting	494	(19)
Cumulative effect of change in accounting	—	(302)
Net income (loss)	494	(321)
Preferred stock dividends	3	3
Net income (loss) applicable to common shareowners	\$ 491	\$ (324)
Other Operating Data		
Depreciation expense	\$ 965	\$ 901
Amortization expense	80	452
Average Common Shares Outstanding		
Basic	449	432
Diluted	458	432
Per Share Data		
Basic net income (loss) per common share before cumulative effect of changes in accounting	\$ 1.09	\$ (0.05)
Diluted net income (loss) per common share before cumulative effect of changes in accounting	1.07	(0.05)
Basic net income (loss) per share applicable to common shareowners	1.09	(0.75)
Diluted net income (loss) per share applicable to common shareowners	1.07	(0.75)
Dividends per common share	0.16	0.16
Closing stock price.. .. .	21.72	18.94
Year-End Financial Position		
Property, plant, and equipment, net	\$ 6,393	\$ 6,206
License intangible assets and other noncurrent assets, net	15,138	14,637
Total assets	24,375	23,719
Long-term debt	12,023	12,169
Shareowners' equity	3,347	2,820

(IN MILLIONS EXCEPT PER SHARE DATA)	FISCAL YEAR (contd)	
	2002	2001
Pro forma amounts applying the accounting change to prior periods ^(D) :		
Net income (loss) applicable to common shareowners	\$ 491	\$ (22)
Basic net income (loss) per share applicable to common shareowners	1.09	(0.05)
Diluted net income (loss) per share applicable to common shareowners	1.07	(0.05)
Pro forma amounts applying the adoption of FAS 142 to prior periods ^(E) :		
Net income (loss) applicable to common shareowners	\$ 491	\$ (75)
Basic net income (loss) per share applicable to common shareowners	1.09	(0.17)
Diluted net income (loss) per share applicable to common shareowners	1.07	(0.17)

Notes

We made acquisitions in each year presented. Such transactions did not significantly affect our operating results in any one fiscal period. All acquisitions have been included in our consolidated operating results from their respective transaction dates.

- (A) 2002 results include the following reclassifications to conform with EITF 02-16 presentation: (1) approximately \$882 million of direct marketing support, previously included in net operating revenues, is reflected as a reduction to cost of sales; (2) approximately \$77 million of Jumpstart funding, previously included as a reduction of SD&A expense, is reflected as a reduction to cost of sales; and (3) approximately \$51 million of equipment service income, previously included as a reduction of SD&A expense is, reflected as an increase to net operating revenues.
- (B) 2001 results include the following reclassifications to conform with EITF 02-16 presentation: (1) approximately \$651 million of direct marketing support, previously included in net operating revenues, is reflected as a reduction to cost of sales; (2) approximately \$74 million of Jumpstart funding, previously included as a reduction of SD&A expense, is reflected as a reduction to cost of sales; and (3) approximately \$45 million of equipment service income, previously included as a reduction of SD&A expense, is reflected as an increase to net operating revenues.
- (C) Income tax expense (benefit) includes an income tax rate change benefit of approximately \$16 million in 2002 and \$56 million in 2001. Income tax expense (benefit) also includes approximately \$4 million in accrual reversals in 2002.
- (D) Pro forma amounts assume the accounting change for Jumpstart payments received from TCCC, adopted as of January 1, 2001, was applied retroactively without regard to any changes in the business that could have resulted had the accounting been different in these periods.
- (E) Pro forma amounts illustrate the impact of adoption of the non-amortization provisions of FAS 142 for all periods presented.

Capitalisation of Coca-Cola Enterprises Inc.

The following table sets forth the capitalisation of CCE and its consolidated subsidiaries as of 31st December, 2002:

	(In millions of U.S. dollars)
Long-term debt including current maturities	
U.S. commercial paper (weighted average rate of 1.4%)	\$1,415
Euro commercial paper (weighted average rate of 3.0%)	242
Canadian dollar commercial paper (weighted average rate of 2.8%)	87
Notes due 2004-2037 (weighted average rate of 5.3%)(A)(B)(C)	4,059
Euro and Pound Sterling notes due 2003-2021 (weighted average rate of 6.5%)(D)	1,498
Canadian dollar notes due 2003-2009 (weighted average rate of 4.7%)(E)	536
Debentures due 2012-2098 (weighted average rate of 7.4%)	3,783
8.35% zero coupon notes due 2020 (net of unamortized discount of \$478)	151
Various foreign currency debt	172
Additional debt	80
Long-term debt, including effect of net asset positions of currency swap agreements ..	12,023
Net asset positions of currency swap agreements(F)	—
Total long-term debt	\$12,023
Shareowners' Equity	
Preferred stock	\$37
Common stock, \$1 par value – Authorised – 1,000,000,000 shares; Issued – 458,215,369 shares	458
Additional paid-in capital	2,581
Reinvested earnings	639
Accumulated other comprehensive income (loss)	(236)
Common stock in treasury, at cost – 8,515,072 shares	(132)
Total Shareowners' Equity	3,347
Total Capitalisation	\$15,370

Notes

(A) In February 2002, \$500 million in notes matured.

(B) In April 2002, we issued \$500 million in floating rate notes due 2004 and \$500 million in fixed rate notes due 2007 under our shelf registration statement with the SEC. The initial interest rate on the floating rate notes was 2.19 percent and the interest rate on the fixed notes is 5.25 percent.

(C) In September 2002, we issued \$500 million in fixed rate notes due 2009 under our shelf registration statement with the SEC. The interest rate on the notes is 4.38 percent.

(D) Approximately \$225 million in Euro notes matured in May 2002, \$500 million in Eurobonds matured in September 2002, and approximately \$246 million in Euro notes matured in October 2002.

(E) In October 2002, approximately \$111 million in Canadian dollar notes matured. In November 2002, approximately \$64 million in Canadian dollar notes matured.

(F) The net asset positions of currency swap agreements are included in the balance sheet as assets.

There have been no material changes in the capitalisation of CCE since 31st December, 2002.

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS FOR UNITED STATES ALIENS

The following is a summary of the Issuer's understanding of certain United States Federal tax considerations of the acquisition, ownership and disposition of Notes by original purchasers of Notes who are United States Aliens. This summary is based on existing United States Federal tax law, which is subject to change, possibly retroactively. This summary does not discuss all aspects of United States Federal taxation that may be relevant to a particular holder in light of its personal investment circumstances (including certain conduit financing arrangements) or to holders subject to special treatment under the United States Federal tax laws (such as financial institutions, insurance companies, dealers or traders in securities or currencies, tax exempt entities, regulated investment companies, persons that will hold Notes as part of a "hedging" or "conversion" transaction or as a position in a "straddle" for United States Federal income tax purposes, or persons who hold Notes through a partnership or other pass through entity). Prospective investors are urged to consult their tax advisors regarding the United States Federal tax consequences of acquiring, holding and disposing of any Notes, as well as any tax consequences that may arise under the laws of any other taxing jurisdiction.

Special United States Federal tax considerations applicable to the particular terms of a Tranche may be described in more detail in the applicable Pricing Supplement.

General

Under present United States Federal income and estate tax law and subject to the discussion of backup withholding below and assuming that the conditions and requirements set forth in "Form of the Notes" above and "Subscription and Sale" below have been satisfied:

- (a) payments of principal or of interest (including any original issue discount) on any Note, Receipt or Coupon by CCE or its paying agents (acting in their capacity as such) to any United States Alien will not be subject to withholding of United States Federal income tax, provided that in the case of interest (1) the holder does not actually or constructively own 10 per cent. or more of the total combined voting power of all classes of stock of CCE entitled to vote within the meaning of Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), (2) the holder is not (i) a foreign tax exempt organisation or a foreign private foundation for United States Federal income tax purposes, (ii) a bank receiving interest pursuant to a loan agreement entered into in the ordinary course of its trade or business, or (iii) a controlled foreign corporation that is related to CCE through stock ownership, (3) such interest payments are not effectively connected with the conduct of a United States trade or business of the holder, and (4) such interest is not contingent on CCE's profits, revenues, dividends or changes in the value of its property or otherwise described in Section 871(h)(4) of the Code ("Contingent Interest");
- (b) a United States Alien will not be subject to United States Federal income tax on gain realised on the sale, exchange, retirement or other disposition of a Note, unless (1) such holder is an individual who is present in the United States for 183 days or more during the taxable year and certain other requirements are met, or (2) the gain is effectively connected with the conduct of a United States trade or business of such United States Alien;
- (c) if interest on the Note or Coupon is exempt from withholding of United States Federal income tax under the rules described above, the Notes will not be included in the estate of a deceased United States Alien for United States Federal estate tax purposes.

Payments of interest to a holder of a Note that is a United States Alien that are effectively connected with such holder's conduct of a United States trade or business will be exempt from the withholding of United States Federal income tax described in paragraph (a) above, provided the holder has furnished the last United States person in the chain of payment (the "Withholding Agent") with an appropriate withholding certificate stating that interest on the Note is effectively connected with the holder's conduct of a trade or business in the United States. Such holder will be subject to United States Federal income tax on such interest on a net income basis in the same manner as if it were a United States person.

Payments of interest that are not eligible for the exceptions described above may be eligible for an exemption from, or a reduced rate of, United States Federal income and withholding taxes under a United States income tax treaty. In general, this exemption or reduced rate applies only if the holder provides an appropriate withholding certificate to the Withholding Agent and otherwise satisfies the requirements under the applicable treaty.

Backup Withholding and Information Reporting

In certain circumstances, United States tax laws require “backup withholding” (currently at a rate of 30 per cent., which rate is scheduled to be reduced to 29 per cent. for payments made in years 2004 and 2005, and 28 per cent. for payments made in years 2006 through 2010) and/or information reporting on payments of interest on, and proceeds from a sale or redemption of, an obligation issued by CCE.

Payments of interest on a Note made by CCE or its paying agents (acting in their capacity as such) outside the United States directly to a beneficial owner of a Note will not be subject to information reporting or backup withholding. However, if such payments are made to a custodian, nominee or agent for such beneficial owner, information reporting may be required. In particular, information reporting will be required on interest payments to a beneficial owner of a Note made by a custodian, nominee or agent of the beneficial owner who is a United States person or a U.S. Controlled Person (as defined in Condition 6(b)), unless (1) such custodian, nominee or agent (i) obtains a withholding certificate or other appropriate documentary evidence establishing that the beneficial owner is not a United States person, and (ii) does not have actual knowledge or reason to know that the information contained therein is false, or (2) the beneficial owner is a corporation or a financial institution or is otherwise eligible for an exemption from information reporting. If information reporting is required in these circumstances, backup withholding will be required only if such custodian, nominee or agent has actual knowledge that the beneficial owner is a United States person.

Proceeds from the sale or redemption of Notes or Coupons through a United States broker or the United States office of a foreign broker will be subject to information reporting, and backup withholding will be required unless a withholding certificate or other appropriate documentation is provided to the broker. Proceeds from the sale or redemption of a Note or Coupon through the foreign office of a broker who is a United States person or a U.S. Controlled Person will be subject to information reporting and may be subject to backup withholding unless (1) such broker (i) obtains a withholding certificate or other documentary evidence establishing that the beneficial owner is not a United States person, and (ii) does not have actual knowledge or reason to know that such evidence is false, or (2) the beneficial owner is a corporation or a financial institution or is otherwise eligible for an exemption from information reporting. In circumstances where information reporting by the foreign office of such a broker is required, backup withholding will be required only if the broker has actual knowledge that the beneficial owner is a United States person.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement (such programme agreement as amended and/or supplemented and/or restated from time to time, the “Programme Agreement”) dated 8th May, 2003 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes” above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Notes under the Programme.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement, it will not offer or sell any Notes (1) as part of their distribution at any time or (2) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part (the “distribution compliance period”) within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act. Terms used in the preceding two paragraphs and in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are in bearer form and are subject to United States tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by United States tax laws and regulations.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that: (1) except to the extent permitted under United States Treas. Reg. § 1.163-5(c)(2)(i)(D) (the “D Rules”), (i) it has not offered or sold, and during the Restricted Period (as defined below), it will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and it will not deliver within the United States or its possessions definitive Notes that are sold during the Restricted Period; (2) it has and throughout the Restricted Period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the Restricted Period to a person who is within the United States or its possessions or to a United States person, excepted as permitted by the D Rules; and (3) if it is a United States person, it is acquiring the Notes for purposes of resale in connection with their original issuance and if it retains Notes for its own account, it will do so only in accordance with the requirements of United States Treas. Reg. § 1.163-5(c)(2)(i)(D)(6).

With respect to each affiliate that acquires Notes from a Dealer for the purpose of offering or selling such Notes during the Restricted Period, each Dealer will repeat and confirm the representations and agreements in the preceding paragraph on such affiliate's behalf.

“Restricted Period” as used in the preceding two paragraphs shall be the period beginning on the earlier of the first date the Notes of a Tranche are offered to persons other than distributors or the Issue Date and ending on the date 40 days after the Issue Date; *provided however*, that all offers and sales of the Notes held by distributors as part of an unsold allotment shall be deemed to be made during the Restricted Period. Except as otherwise defined in this section “Subscription and Sale — United States”, terms used in this paragraph and the preceding three paragraphs have the meanings given to them by

the Code and the D Rules. Whether or not an offer, sale or delivery is treated as made within the United States or its possessions or to a United States person will depend upon application of the D Rules.

Each issue of Index Linked Notes and Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer shall agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement. Each relevant Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) in relation to Notes which have a maturity of one year or more, it has not offered or sold and, prior to the expiry of the period of six months from the issue date of such Notes, will not offer or sell any such Notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended);
- (ii) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer;
- (iii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (iv) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

The Issuer and each Dealer has represented and agreed that, and each further Dealer under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell, directly or indirectly, the Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Information Memorandum or any other offering material relating to the Notes, and that such offers, sales and distributions have been and shall only be made in France to qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with Articles L411-1 and L411-2 of the *Code Monétaire et Financier* and *décret* no. 98-880 dated 1st October, 1998.

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the “Securities and Exchange Law”) and each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to

others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Securities and Exchange Law and any other applicable laws and regulations of Japan.

Germany

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Notes have not been and will not be offered, sold or publicly promoted or advertised by it in Germany other than in compliance with the German Securities Selling Prospectus Act (*Wertpapierverkaufsprospektgesetz*) of 13th December, 1990, as amended, or any other laws applicable in Germany governing the issue, offering and sale of securities.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Information Memorandum and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Obligors and any other Dealer shall have any responsibility therefor.

Neither the Issuer nor the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

GENERAL INFORMATION

Authorisation

The establishment and updating (including the increase of the Programme to U.S.\$3,500,000,000) of the Programme and the issue of Notes by CCE have been duly authorised by resolutions of the Board of Directors of CCE dated 17th December, 1991 and 2nd January 2003, respectively.

Listing of Notes on the Luxembourg Stock Exchange

Application has been made to list Notes issued under the Programme on the Luxembourg Stock Exchange. A legal notice relating to the Programme and the constitutional documents of the Issuer are being lodged with the *Registre de Commerce des sociétés à Luxembourg* where such documents may be examined and copies obtained. The Programme has been registered by the Luxembourg Stock Exchange under the following number: 11986.

Documents Available

As long as Notes are outstanding under the Programme, copies of the following documents will, when published, be available (free of charge) from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London and Luxembourg:

- (i) the certificate of incorporation and by-laws of CCE;
- (ii) the consolidated audited financial statements of CCE in respect of the three financial years ended 31st December, 2000, 2001 and 2002 (CCE does not publish unconsolidated financial statements);
- (iii) the most recently published audited annual financial statements of CCE;
- (iv) the most recently published quarterly interim financial statements of CCE;
- (v) the most recently published annual and interim Reports of CCE;
- (vi) the Programme Agreement, the Agency Agreement, the forms of the Temporary Global Notes, the Permanent Global Notes, the Definitive Notes, the Receipts and the Coupons and the Talons;
- (vii) a copy of this Information Memorandum;
- (viii) any future offering circulars, prospectuses, information memoranda and supplements including Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Paying Agent as to its holding and identity) to this Information Memorandum and any other documents incorporated herein or therein by reference; and
- (ix) in the case of each issue of listed Notes subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg will be specified in the relevant Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the relevant Pricing Supplement.

Significant or Material Change

Except as disclosed in this Information Memorandum there has been no significant change in the financial or trading position of CCE or of CCE and its consolidated subsidiaries since 31st December,

2002 and no material adverse change in the financial position or prospects of CCE or of CCE and its consolidated subsidiaries since 31st December, 2002.

Litigation

Neither the Issuer nor any of its subsidiaries is involved in any litigation or arbitration proceedings relating to claims or amounts which are material in the context of the Programme or the issue of Notes thereunder nor so far as the Issuer is aware is any such litigation or arbitration pending or threatened.

Auditors

The auditors of CCE are Ernst & Young LLP, who have audited CCE's accounts, without qualification, in accordance with generally accepted auditing standards in the United States of America for each of the fiscal periods ended 31st December, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001 and 2002 respectively.

Proposed EU Savings Directive

On 21st January, 2003 the EU Council of Economic and Finance Ministers agreed to adopt a new directive regarding the taxation of savings income. It is proposed that each Member State will be required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State; however, Austria, Belgium and Luxembourg will instead apply a withholding system for a transitional period in relation to such payments. The proposed directive may be subject to further amendment and/or clarification.

COCA-COLA ENTERPRISES INC.
2500 Windy Ridge Parkway Suite 700
Atlanta
Georgia 30339

AGENT AND PAYING AGENT

JPMorgan Chase Bank
Trinity Tower
9 Thomas More Street
London E1W 1YT

PAYING AGENT

J.P. Morgan Bank Luxembourg S.A.
5 Rue Plaetis
L-2338 Luxembourg

LEGAL ADVISERS

To CCE

John R. Parker, Jr.
Senior Vice President and General Counsel
Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway Suite 700
Atlanta
Georgia 30339

Miller & Martin LLP
1000 Volunteer Building
832 Georgia Avenue
Chattanooga
Tennessee 37402-2289

*To the Issuer
as to New York law*

*To the Issuer
as to English law*

Clifford Chance Rogers & Wells LLP
200 Park Avenue
New York, New York 10166-0153

Clifford Chance Limited Liability Partnership
200 Aldersgate Street
London EC1A 4JJ

*To the Dealers
as to New York law*

Allen & Overy
One New Change
London EC4M 9QQ

AUDITORS

Ernst & Young LLP
600 Peachtree St. NE
Suite 2800
Atlanta Georgia 30308

DEALERS

ABN AMRO Bank N.V.

250 Bishopsgate
London EC2M 4AA

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
London E14 5LB

Credit Suisse First Boston (Europe) Limited

One Cabot Square
Canary Wharf
London E14 4QJ

Deutsche Bank AG London

Winchester House
1 Great Winchester Street
London EC2N 2DB

HSBC Bank plc

Level 4
8 Canada Square
London E14 5HQ

ING Bank N.V.

Foppingadreef 7
1102 BD Amsterdam
The Netherlands

LUXEMBOURG LISTING AGENT

Kredietbank S.A. Luxembourgeoise

43 boulevard Royal
L-2955 Luxembourg

