

AWARDS IN RESTRICTED STOCK

To approve a Restricted Stock Award Plan under which a committee of the Board of Directors can (a) grant Restricted Stock to officers and key employees of the corporation and (b) reimburse such persons for amounts payable by them as a consequence of any such award (*with a copy of the Restricted Award plan*)

APPROVAL OF THE 1992 RESTRICTED STOCK AWARD PLAN (PROPOSAL NO. 2)

On February 18, 1992, the Board of Directors of the Company adopted the Coca-Cola Enterprises Inc. 1992 Restricted Stock Award Plan (the 1992 Restricted Stock Award Plan) and directed that the 1992 Restricted Stock Award Plan be submitted to the share owners for their approval at the 1992 Annual Meeting. The 1992 Restricted Stock Award Plan would become effective upon the approval by the holders of a majority of the issued and outstanding shares of Common Stock of the Company. The purpose of the 1992 Restricted Stock Award Plan is to encourage and provide an additional incentive to officers and other key employees of the Company and its 25%-owned subsidiaries to increase the value of the Company and its Common Stock by permitting them to acquire a significant equity interest in the Company. The 1992 Restricted Stock Award Plan is also intended to aid the Company in attracting and retaining superior personnel and to strengthen their desire to remain in the Company's employ. The following summary description of the 1992 Restricted Stock Award Plan is qualified in its entirety by reference to the full text of the 1992 Restricted Stock Award Plan which appears in Exhibit A.

The 1992 Restricted Stock Award Plan is substantially similar to the 1986 Restricted Stock Award Plan, except as described below. The 1986 Restricted Stock Award Plan has been terminated by the Board of Directors of the Company. See 'Election of Directors (Proposal No. 1) — Executive Compensation — Employee Benefit Plans — Coca-Cola Enterprises Inc. 1986 Restricted Stock Award Plan' above. Due to the termination of the 1986 Restricted Stock Award Plan, the remaining 466,000 shares under that Plan are no longer reserved for issuance nor are such shares available for future grant under that Plan.

An aggregate of 1,500,000 shares of Common Stock of the Company has been reserved 'for issuance in connection with awards granted under the 1992 Restricted Stock Award Plan. Such shares may be awarded from either authorized and unissued shares or treasury shares, The maximum number of shares that may be awarded under the 1992 Restricted Stock Award Plan to any individual officer or key employee is 300,000. Approximately 100 employees of the Company and its 25%-owned subsidiaries are currently eligible, to participate in the 1992 Restricted Stock Award Plan.

The 1992 Restricted Stock Award Plan is to be administered by a Committee of the Board of Directors, none of the members of which are eligible to participate in the 1992 Restricted Stock Award Plan (the "Committee"). The Company intends that the Committee initially will be the Compensation Committee of the Board of Directors. The qualifications of the Committee members will comply with Rule 16b-3 promulgated under the 1934 Act or any successor rule or regulation. The Committee has the discretion to determine, among other things, the officers and key employees to whom awards are to be granted and the number of shares that may be awarded to each such officer and key employee.

Under the provisions of the 1992 Restricted Stock Award Plan, all of the shares of stock awarded vest when a participant dies or becomes disabled, All or a portion of the stock awarded will also vest upon a participant's retirement, depending on the period of time between the award date and the date of retirement, Pursuant to the terms of the proposed 1992 Restricted Stock Award Plan, all restrictions will be removed upon retirement if the award has been outstanding more than six years; restrictions will be removed as to two-thirds of the award if it has been outstanding on the date of retirement for more than five years; and restrictions will be removed as to one-third of the award if it has been outstanding for more than four but not more than five years on the date of retirement. If retirement occurs within four years from the date of award, or if the participant leaves the employment of the Company at any time for any reason other than retirement, death or disability, the shares will be forfeited. However, the Committee may, at its discretion, remove restrictions for terminated employees. in addition, the Committee has determined that all restrictions should be removed and the restricted stock should unconditionally vest if a share of Common Stock of the Company should triple in price from the price of the stock on the date of the award, subject only to restrictions necessary to retain exemptions under the plan from liability under the insider short-swing trading prohibitions of Section 16(b) of the 1934 Act. If the price of a share of Common Stock of the Company should double from the price of the stock on the date of the award, restrictions on one-half of the shares would be removed and that amount of shares would be immediately and unconditionally vested.

Participants are not required to pay for shares of Common Stock of the Company awarded under the 1992 Restricted Stock Award Plan. The participant may not sell, transfer, pledge or otherwise attempt to convey any interest in the shares subject to the award while the participant is an employee of the Company or a 25%-owned subsidiary of the Company. The Compensation Committee may modify or remove, in whole or in part, the risk of forfeiture and/or the prohibition against transfer for any participant whose employment terminates within ninety days before or after any such decision to modify or remove any such restrictions. The Committee may, in its sole discretion and on terms and conditions it shall determine consistent with Rule 16b-3 under the 1934 Act, approve or disapprove the election of a participant for the Company to withhold shares of Stock as the deemed cash settlement to satisfy the Company's withholding tax obligations relating to the removal of restrictions with respect to shares awarded under the 1992 Restricted Stock Award Plan. During the period the shares are subject to forfeiture, the participant is entitled to receive dividends and other distributions on the shares and is entitled to vote such shares on all matters submitted to share owners. The 1992 Restricted Stock Award Plan will terminate when all of the shares authorized for award thereunder have been issued and are no longer subject to forfeiture unless terminated earlier by the Board of Directors or the Compensation Committee. Stock awards to recipients also include, unless otherwise determined by the Compensation Committee, cash awards to reimburse recipients for a significant portion of any federal, state and local income taxes incurred by them in connection with the vesting of the stock award, not to exceed 100% of the fair market value of the award on the date the restrictions lapse or are removed.

Shares granted under the 1992 Restricted Stock Award Plan may be subject to restrictions

on resale not contained in the plan. Shares awarded will not have been registered for resale under the Securities Act of 1933 (the “1933 Act”) and may be resold only pursuant to an exemption from registration, or the Company’s subsequent registration of the shares, which the Company is not obligated to do. Securities and Exchange Commission Rule 144 is a safe harbor rule that sets forth certain requirements that would allow the shares to be resold without registration. The requirements include a holding period of two years from the date of the award and, in some cases, a filing with the Securities and Exchange Commission, as well as certain other requirements. In addition, persons subject to Section 16 of the 1934 Act will be required to hold the shares for a period of at least six months from the date of the award.

The Board of Directors of the Company or its Compensation Committee may amend, suspend or terminate the 1992 Restricted Stock Award Plan at any time without the approval of share owners. Nevertheless, no such amendment, suspension or termination will affect previously granted awards without the participants’ consent unless the Compensation Committee determines that the change is in the best interests of all participants who have received awards.

Under present federal income tax regulations, generally, absent an election by the participant, there will be no federal income tax consequences to either the Company or a participant upon the grant of a restricted stock award. A participant will recognize income, for federal income tax purposes, at the time that the restrictions with respect to any portion of an award are removed, in an amount equal to the fair market value of the shares that are unconditionally vested on that date, plus the amount of any cash award. That income generally will be taxable at ordinary income rates. The Company generally is entitled to a federal income tax deduction with respect to the amount equal to the amount of ordinary income recognized by the participant as a result of the removal of the restrictions and payment of the cash award. The Company may claim this deduction in its tax year ending with or immediately after the end of the participant’s tax year in which the participant recognized such income. To avoid taxation at the time restricted stock becomes nonforfeitable, as described above, a holder of restricted stock may elect to recognize ordinary income for the taxable year in which the award of restricted stock is made, in an amount equal to the fair market value of all shares of restricted stock awarded to such grantee (even if the shares are subject to forfeiture). For purposes of this election, fair market value will be determined as of the date the award of restricted stock is made.

The Compensation Committee, subject to approval of the 1992 Restricted Stock Award Plan by the share owners, has awarded shares of Common Stock of the Company under the 1992 Restricted Stock Award Plan as follows: Summerfield K. Johnston, Jr., Vice Chairman and Chief Executive Officer —215,000 shares; Henry A. Schiniberg, President and Chief Operating Officer — 185,000 shares; John R. Aim, Senior Vice President and Chief Financial Officer —45,000 shares; all current executive officers of the Company as a group — 565,000 shares; and all other eligible employees as a group — 354,000 shares.

Recommendation of the Board of Directors

The Board of Directors of the Company unanimously recommends a vote for the

proposal to adopt the 1992 Restricted Stock Award Plan.

EXHIBIT A

**COCA-COLA ENTERPRISES INC.
1992 Restricted Stock Award Plan**

Section 1. Purpose

The purpose of the 1992 Restricted Stock Award Plan of Coca-Cola Enterprises Inc. (the Plan”) is to advance the interest of Coca-Cola Enterprises Inc. (the “Company”) and its Affiliates (as defined in Section 4 hereof), by encouraging and enabling the acquisition of a financial interest in the Company by officers (including non-employee officers) and other key employees through grants of restricted shares of Company Common Stock (the “Awards” or singly, an “Award”) and through reimbursement by the Company of amounts

payable by such persons as a consequence of any such Award (the “Cash Amount”). In addition, the Plan is intended to aid the Company and its Affiliates in attracting and retaining officers (including non-employee officers) and key employees, to stimulate the efforts of such participants and to strengthen their desire to remain in the service of the Company and its Affiliates.

Section 2. Administration

The Plan shall be administered by a committee (the “Committee”) appointed by the Board of Directors of the Company (the “Board”) from among its members and shall be comprised of not less than two members of the Board. Unless and until its members are not qualified to serve on the Committee pursuant to the provisions of the Plan, the Compensation Committee of the Board shall function as the Committee. Members of the Committee shall be members of the Board who are not eligible to participate under the Plan and who have not been granted or awarded equity securities of the Company for at least one year prior to the time they become members of the Committee, or any other “plan” within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934 which permits discretionary equity-based awards to directors. The Committee shall determine the officers (including non-employee officers) and key employees of the Company and its Affiliates (including officers, whether or not they are directors) to whom, and the time or times at which Awards will be granted, the number of shares to be awarded, the time or times within which the Awards may be subject to or release from forfeiture, the cancellation of the Award (with the consent of the holder thereof), and all other conditions of the Award. The provisions and conditions of the Awards need not be the same with respect to each recipient.

The Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific terms and conditions of the Awards granted hereunder by the Committee, shall be final and conclusive for all purposes and upon all persons, including but without limitation, the Company and its Affiliates, the Committee, the Board, and the affected participants and for their respective successors in interest.

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

proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee member or members did not act in good faith and in a manner he, she or they reasonably believed to be in or not opposed to the best interest of the Company.

Section 3. Stock

The stock to be issued under the Plan pursuant to the Awards shall be shares of Common Stock, \$1 par value, of the Company (the "Stock"). The Stock shall be made available from authorized and unissued Common Stock of the Company or from shares of Stock held by the Company in its treasury. The total number of shares of Stock that may be issued pursuant to the Awards under the Plan may not exceed 1,500,000 shares. Such number of shares shall be subject to adjustment in accordance with Section 8.

Section 4. Eligibility

Awards may be granted to officers (including non-employee officers) and key employees of the Company and its Affiliates. The term "Affiliate" shall mean any corporation or other business organization in which the Company owns, directly or indirectly, 25% or more of the voting stock or capital at the time of the granting of such Award. No participant shall acquire, pursuant to the Awards granted under the Plan, more than 20% of the aggregate number of shares of Stock issuable pursuant to Awards under the Plan,

Section 5. Awards

Except as otherwise specifically provided in the grant of an Award, Awards shall be subject to

the following terms and conditions:

(a) The Stock subject to an Award shall be forfeited to the Company if the employment of the employee by the Company or an Affiliate terminates for any reason (including, but not limited to, termination by the Company, with or without cause) other than death, retirement or disability;

(b) If the participant retires:

—Any Award shall be forfeited to the Company if the recipient's retirement occurs within four years after the date of the Award;

—Two-thirds of the shares which are included in an Award shall be forfeited to the Company if the recipient's retirement occurs within five years after the date of the Award;

—One-third of the shares which are included in an Award shall be forfeited to the Company if the recipient's retirement occurs within six years after the date of the Award;

- If at any time more than six years after the date of an Award, the recipient retires, such recipient shall be entitled to retain the total number of shares subject to the Award;
- (c) If at any time the recipient dies or becomes disabled, such recipient or such recipient's estate shall be entitled to retain the total number of shares subject to the Award;
- (d) Within 60 days after the date of death, disability or retirement, as described in subsections (a) and (b) of this Section 5, or within 60 days after the restrictions on the awards are removed by the Committee, as described in Section 11, the Company shall pay to the recipient of an Award, or the recipient's estate, an amount, net of any amounts required by law to be withheld with respect to the Award, and the Cash Amount, such Cash Amount not to exceed the federal, state and local taxes the recipient must pay as a result of the fair market value of the Award being including in income for federal, state and local income tax purposes.

For purposes of this subsection 5(d), the fair market value of an Award shall be the average of the high and low market prices at which a share of Stock shall have been sold on the date of death, disability, retirement, or other such date restrictions may be removed at the direction of the Committee, or on the next preceding trading day, if such date is not a trading day, as reported on the New York Stock Exchange — Composite Transactions listing or as otherwise determined by the Committee. For purposes of this Section the Cash Amount shall not exceed 100% of the Fair Market Value of the award as determined in this Section; and

(e) Awards may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time, including the removal of all forfeiture provisions contained in this Section and the nontransferability provisions of Section 6, based upon performance standards established by the Committee at the time of the Award.

(f) In the instance of non-employee officers, termination of services as an officer shall constitute termination of employment for purposes of this Plan, and termination of services as a non-employee officer at age 55 or older shall constitute retirement for purposes of this Plan.

(g) As used in this Section 5, the term "Retirement" shall mean an employee's termination of employment on a date which is on or after the earliest date on which such employee would be eligible for an immediately payable benefit pursuant to (i) for those employees eligible for participation in the Company's Supplemental Retirement Plan, the terms of that Plan and (ii) for all other employees, the terms of the Company's Employees' Pension Plan, assuming such employees were eligible to participate in such Plan, or such comparable plan applicable to such employee. For purposes of this Section 5 only and construction of the term "termination of employment" hereunder, the term "Affiliate" shall include The Coca-Cola Company or any corporation or business entity in which The Coca-Cola Company owns, directly or indirectly, 25% or more of the voting

stock or capital.

Section 6. Nontransferability of Awards

Shares of Stock subject to Awards shall not be transferable and shall not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of while the recipient is an officer or employee of the Company or an Affiliate unless specifically authorized by the Committee.

Section 7. Rights as a Share Owner

A recipient who receives an Award shall have rights as a share owner with respect to Stock covered by such Award to receive dividends in cash or other property or other distributions or rights in respect to such Stock and to vote such Stock as the record owner thereof, except to the extent that such rights as a share owner would cause the Plan not to comply with Rule 16b-3 under the Securities Exchange Act of 1934.

Section 8. Adjustment in the Number of Shares Awarded

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

Section 9. Taxes

(a) If any officer or employee properly elects within 30 days of the date on which Award is granted to include in gross income for federal income tax purposes an amount equal to the fair market value (on the date of grant of the Award) of the Stock subject to the Award, such person shall make arrangements satisfactory to the Committee to pay to the Company in the year of such Award any federal, state or local taxes required to be withheld with respect to such shares. If such person shall fail to make such tax payments as are required, the Company and its Affiliates shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the officer or employee any federal, state or local income taxes of any kind required by law to be withheld with respect to the Stock subject to such Award.

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

withheld with respect to the Stock subject to such Award, The Committee may, in its sole discretion and on terms it shall determine, approve or disapprove the election of an officer or employee for the Company to withhold shares of Stock as the deemed cash settlement to satisfy the Company's withholding tax obligations, in whole or in part, relating to the Award. The approval or disapproval of the Committee may be given at any time after the election to which it relates. The election by any participant shall only be made during the period beginning on the third business day following the date of release for publication of quarterly or annual summary statements of sales and earnings and ending on the twelfth business day following such date.

Section 10. Restrictive Legend and Stock Power

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

Section 11. Amendments, Modification and Termination of the Plan

The Board or the Committee may terminate the Plan, in whole or in part, may suspend the Plan, in whole or in part from time to time, and may amend the Plan from time to time, including the adoption of amendments deemed necessary or desirable to qualify the Awards under the laws of various states (including tax laws) and under rules and regulations promulgated by the Securities and Exchange Commission with respect to employees who are subject to the provisions of Section 16 of the Securities Exchange Act of 1934, or to correct any defect or supply an omission or reconcile any inconsistency in the Plan or in any Award granted thereunder, without the approval of the share owners of the Company; provided, however, that no action shall be taken without the approval of the share owners of the Company to increase materially the number of shares of Stock that may be awarded hereunder, increase materially the benefits accruing to participants under the Plan, change materially the requirements as to eligibility to participate in the Plan, withdraw administration from the Committee, or permit any person while a member of the Committee to be eligible to receive or hold an Award granted under the Plan. No amendment or termination or modification of the Plan shall in any manner affect Awards theretofore granted without the consent of the employee unless the Committee has made a determination that an amendment or modification is in the best interest of all persons to whom Awards have theretofore been granted. The restrictions contained in Sections 5(a) and 6 hereof may be modified or removed, in whole or in part, by the Board or the Committee with respect to a previously granted Award made to a person whose employment by the Company or an Affiliate terminates within 90 days before or after the date on which the Board or Committee determines to modify or remove any Such restrictions. The Plan shall terminate when all shares of Stock subject to Awards under the Plan have been issued and are no longer subject to forfeiture under the terms

hereof unless earlier terminated by the Board or the Committee.

Section 12. Governing Law

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

Section 13. Savings Provision

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

Coca-Cola Enterprises Inc 3/6/92

To approve a Restricted Stock Bonus Plan which allows certain eligible employees who receive an incentive bonus to acquire shares of corporation Common Stock (with a copy of the Restricted Stock Bonus Plan)

PROPOSAL TO APPROVE AND ADOPT THE 1992. RESTRICTED STOCK BONUS PLAN

At the **Annual Meeting, stockholders will be asked to** consider a proposal to approve and adopt the 1992 Restricted Stock Bonus Plan (the "Plan"), which provides for the issuance of shares of the Company's Common Stock to eligible employees of McDonald Securities.

General

On April 28, 1992, the Board of Directors adopted the Plan, which allows certain eligible employees of McDonald Securities, who receive an incentive bonus, to acquire shares of the Company's Common Stock.

The following summary of the Plan is not intended to be complete and is qualified in its entirety by reference to the Plan, which is set forth as Appendix A to this Proxy Statement.

Purpose of the Plan

The purpose of the Plan is to further the growth, success and interests of the Company, McDonald Securities and the stockholders of the Company by enabling certain eligible employees of McDonald Securities who receive an incentive bonus to acquire shares of Common Stock under the terms and conditions of and in accordance with the Plan, thereby increasing their direct involvement in the success of the Company.

Administration of the Plan

The Plan is administered by the Compensation Committee of the Board of Directors (the "Committee"). The Committee will be composed of no fewer than three members of the

Board of Directors of the Company who will be designated by the Board of Directors. Each member of the Committee must be a “disinterested person” within the meaning of Rule 16b-3 promulgated under the Exchange Act and any successor to such rule as may be in effect from time to time.

The Committee is authorized to construe and interpret the Plan and to issue such rules and interpretations as, in its judgment, are necessary in order to administer the Plan effectively.

Employees Eligible for the Plan

Any employee of McDonald Securities will be eligible to participate in the Plan if the employee satisfies all of the following conditions:

- (i) he or she has been awarded an incentive bonus for the Company’s fiscal year or any portion of the Company’s fiscal year;