

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 10-K**

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2011.

or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number 001-34874

*Coca-Cola Enterprises, Inc.*

(Exact name of registrant as specified in its charter)

Delaware 27-2197395  
(State or other jurisdiction of incorporation (IRS Employer Identification No.)  
or organization)

2500 Windy Ridge Parkway, Atlanta, Georgia 30339  
(Address of principal executive offices, including zip code)  
(678) 260-3000  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	New York Stock Exchange (NYSE), NYSE Euronext Paris

**Securities registered pursuant to Section 12(g) of the Act:** None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act). Yes  No

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant as of July 1, 2011 (assuming, for the sole purpose of this calculation, that all directors and executive officers of the registrant are "affiliates") was \$9,489,870,293 (based on the closing sale price of the registrant's common stock as reported on the New York Stock Exchange).

The number of shares outstanding of the registrant's common stock as of January 27, 2012 was 302,487,681.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Proxy Statement for the Annual Meeting of Shareowners to be held on April 24, 2012 are incorporated by reference in Part III.

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## PART I

### ITEM 1. BUSINESS

*References in this report to “CCE,” “we,” “our,” or “us” refer to Coca-Cola Enterprises, Inc. and its subsidiaries unless the context requires otherwise.*

Forward-looking statements involve matters that are not historical facts. Because these statements involve anticipated events or conditions, forward-looking statements often include words such as “anticipate,” “believe,” “can,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “project,” “should,” “target,” “will,” “would,” or similar expressions. These statements are based upon the current reasonable expectations and assessments of our management and are inherently subject to business, economic, and competitive uncertainties and contingencies, many of which are beyond our control. In addition, these forward-looking statements are subject to assumptions with respect to future business strategies and decisions that are subject to change.

Forward-looking statements include, but are not limited to:

- Projections of revenues, income, basic and diluted earnings per common share, capital expenditures, dividends, capital structure, or other financial measures;
- Descriptions of anticipated plans, goals, or objectives of our management for operations, products, or services;
- Forecasts of performance; and
- Assumptions regarding any of the foregoing.

For example, our forward-looking statements include our expectations regarding:

- Diluted earnings per common share;
- Operating income growth;
- Net operating revenue growth;
- Volume growth;
- Net price per case growth;
- Cost of goods per case growth;
- Concentrate cost increases from The Coca-Cola Company (TCCC);
- Return on invested capital (ROIC);
- Capital expenditures;
- Future repatriation of non-U.S. earnings; and
- Developments in accounting standards.

Do not unduly rely on forward-looking statements. They represent our expectations about the future and are not guarantees. Forward-looking statements are only as of the date of filing this report, and, except as required by law, might not be updated to reflect changes as they occur after the forward-looking statements are made. We urge you to review our periodic filings with the SEC for any updates to our forward-looking statements.

We undertake no obligation, other than as may be required under the federal securities laws, to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. We do not assume responsibility for the accuracy and completeness of forward-looking statements. Although we believe that the expectations reflected in these forward-looking statements are reasonable, any or all of the forward-looking statements contained in this report and in any other public statements that are made may prove to be incorrect. This may occur as a result of inaccurate assumptions as a consequence of known or unknown risks and uncertainties. We caution that our list of risk factors may not be exhaustive (refer to Item 1A, Risk Factors, in this report). We operate in a continually changing business environment, and new risk factors emerge from time to time. We cannot predict these new risk factors, nor can we assess the impact, if any, of the new risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those expressed or implied by any forward-looking statement. In light of these risks, uncertainties, and assumptions, the forward-looking events discussed in this report might not occur.

## **Introduction**

### *Organization*

On October 2, 2010, Coca-Cola Enterprises Inc. (Legacy CCE) completed a merger (the Merger) with TCCC and separated its European operations, Coca-Cola Enterprises (Canada) Bottling Finance Company, and a related portion of its corporate segment into a new legal entity which was renamed Coca-Cola Enterprises, Inc. at the time of the Merger. For additional information about the Merger and the Merger Agreement (the Agreement), refer to Note 1 of the Notes to Consolidated Financial Statements in this report.

Concurrently with the Merger, two indirect, wholly owned subsidiaries of CCE acquired TCCC's bottling operations in Norway and Sweden, pursuant to the Share Purchase Agreement dated March 20, 2010 (the Norway-Sweden SPA), for a purchase price of \$822 million plus a net purchase price adjustment of \$50 million related to working capital and EBITDA (as defined by the Norway-Sweden SPA). All amounts outstanding under the Norway-Sweden SPA were settled and paid during 2011. For additional information about the Norway-Sweden SPA, refer to Note 1 of the Notes to Consolidated Financial Statements in this report.

### *Coca-Cola Enterprises, Inc. at a Glance*

- Markets, produces, and distributes nonalcoholic beverages.
- Serves a market of approximately 170 million consumers throughout Belgium, continental France, Great Britain, Luxembourg, Monaco, the Netherlands, Norway, and Sweden.

We were incorporated in Delaware in 2010 by Legacy CCE, and, following the Merger, we own the European bottling operations of Legacy CCE, as well as the bottling operations in Norway and Sweden, and are a publicly traded company.

We are TCCC's strategic bottling partner in Western Europe and one of the world's largest independent Coca-Cola bottlers. Reflecting our position as TCCC's strategic bottling partner in Western Europe, we and TCCC have entered into 10-year bottling agreements for each of our territories which extend through October 2, 2020, with each containing the right for us to request a 10-year renewal. We and TCCC have also entered into an incidence-based concentrate pricing agreement across all of our territories that extends through December 31, 2015. We generated approximately \$8.3 billion in revenues and \$1.0 billion of operating income during 2011.

We sold approximately 12 billion bottles and cans (or approximately 620 million physical cases) throughout our territories during 2011. Products licensed to us through TCCC and its affiliates represented greater than 90 percent of our volume during 2011, with the remainder of our volume being attributable to sales of non-TCCC products.

We have bottling rights within our territories for various beverages, including products with the name "Coca-Cola." For substantially all products, the bottling rights have stated expiration dates. For all bottling rights granted by TCCC with stated expiration dates, we believe our interdependent relationship with TCCC and the substantial cost and disruption to TCCC that would be caused by nonrenewals of these licenses ensure that they will be renewed upon expiration. For additional information about the terms of these licenses, refer to the section of this report entitled "*Product Licensing and Bottling Agreements.*"

### **Relationship with The Coca-Cola Company**

We conduct our business primarily under agreements with TCCC. These agreements generally give us the exclusive right to market, produce, and distribute beverage products of TCCC in authorized containers in specified territories. These agreements provide TCCC with the ability, at its sole discretion, to establish its sales prices, terms of payment, and other terms and conditions for our purchases of concentrates and syrups from TCCC. However, concentrate prices are subject to the terms of the incidence-based concentrate pricing agreement between TCCC and us through December 31, 2015.

Other significant transactions and agreements with TCCC include arrangements for cooperative marketing; advertising expenditures; purchases of sweeteners, juices, mineral waters, and finished products; strategic marketing initiatives; cold drink equipment placement; and, from time to time, acquisitions of bottling territories.

### **Territories**

Our bottling territories consist of Belgium, continental France, Great Britain, Luxembourg, Monaco, the Netherlands, Norway, and Sweden. The aggregate population of these territories was approximately 170 million at December 31, 2011. We generated approximately \$8.3 billion in revenues and \$1.0 billion of operating income during 2011 in these territories.

## **Product Licensing and Bottling Agreements**

### *Product Licensing and Bottling Agreements with TCCC*

Our bottlers in Belgium, continental France, Great Britain, Monaco, the Netherlands, Norway, and Sweden, as well as our distributor in Luxembourg (our Bottlers), operate in their respective territories under licensing, bottler, and distributor agreements with TCCC and The Coca-Cola Export Corporation, a Delaware subsidiary of TCCC (the product licensing and bottling agreements). We believe that these product licensing and bottling agreements are substantially similar to agreements between TCCC and other European bottlers of Coca-Cola Trademark Beverages and Allied Beverages. Coca-Cola Trademark Beverages are sparkling beverages bearing the trademark “Coca-Cola” or “Coke” brand name. Allied Beverages are beverages of TCCC or its subsidiaries that are sparkling beverages, but not Coca-Cola Trademark Beverages or energy drinks.

*Exclusivity.* Subject to the Supplemental Agreement, described below, and with certain minor exceptions, our Bottlers have the exclusive rights granted by TCCC in their territories to sell the beverages covered by their respective product licensing and bottling agreements in containers authorized for use by TCCC (including pre- and post-mix containers). The covered beverages include Coca-Cola Trademark Beverages, Allied Beverages, still beverages, glacéau, and limited other beverages specific to the European market. TCCC has retained the rights, under certain circumstances, to produce and sell, or authorize third parties to produce and sell, the beverages in any manner or form within our territories.

Our Bottlers are prohibited from making sales of the beverages outside of their territories, or to anyone intending to resell the beverages outside their territories, without the consent of TCCC, except for sales arising out of an unsolicited order from a customer in another member state of the European Economic Area (EEA) or for export to another such member state. The product licensing and bottling agreements also contemplate that there may be instances in which large or special buyers have operations transcending the boundaries of our territories and, in such instances, our Bottlers agree to collaborate with TCCC to provide sales and distribution to such customers.

*Pricing.* The product licensing and bottling agreements provide that sales by TCCC of concentrate, syrups, beverage base, juices, mineral waters, finished goods, and other goods to our Bottlers are at prices which are set from time to time by TCCC at its sole discretion. The parties have entered into an incidence-based concentrate pricing agreement through December 31, 2015 that continues the pricing arrangement that existed prior to the Merger under which concentrate prices increase in a manner that generally tracks our net revenue per case increase from the previous year.

*Term and Termination.* The product licensing and bottling agreements have 10-year terms, extending through October 2, 2020, with each containing the right for us to request a 10-year renewal. While the agreements contain no automatic right of renewal beyond October 2, 2020, we believe that our interdependent relationship with TCCC and the substantial cost and disruption to TCCC that would be caused by nonrenewals ensure that these agreements will continue to be renewed. We have never had a franchise license agreement with TCCC terminated due to nonperformance of the terms of the agreement or due to a decision by TCCC to not renew an agreement at the expiration of a term.

TCCC has the right to terminate the product licensing and bottling agreements before the expiration of the stated term upon the insolvency, bankruptcy, nationalization, or similar condition of our Bottlers. The product licensing and bottling agreements may be terminated by either party upon the occurrence of a default that is not remedied within 60 days of the receipt of a written notice of default, or in the event that U.S. currency exchange is unavailable or local laws prevent performance. They also terminate automatically, after a certain lapse of time, if any of our Bottlers refuse to pay a concentrate base price increase.

### *Supplemental Agreement with TCCC*

In addition to the product licensing and bottling agreements with TCCC, our Bottlers (excluding the Luxembourg distributor), TCCC, and The Coca-Cola Export Corporation are parties to a supplemental agreement (the Supplemental Agreement) with regard to our Bottlers’ rights. The Supplemental Agreement permits our Bottlers to prepare, package, distribute, and sell the beverages covered by any of our Bottlers’ product licensing and bottling agreements in any other territory of our Bottlers, provided that we and TCCC have reached agreement upon a business plan for such beverages. The Supplemental Agreement may be terminated, either in whole or in part by territory, by TCCC at any time with 90 days prior written notice.

### *Product Licensing and Bottling Agreements with Other Licensors*

The product licensing and bottling agreements between us and other licensors of beverage products and syrups generally give those licensors the unilateral right to change the prices for their products and syrups at any time at their sole discretion. Some of these agreements have limited terms of appointment and some prohibit us from dealing in competing products with similar flavors. These agreements contain restrictions that are generally similar in effect to those in the product licensing and bottling agreements with TCCC as to the use of trademarks and trade names, approved bottles, cans and labels, sale of imitations, planning, and causes

for termination.

*Schweppes.* In Great Britain, we distribute certain beverages that were formerly in the Cadbury Schweppes portfolio, including Schweppes, Dr Pepper, Oasis, and Schweppes Abbey Well (collectively the Schweppes Products) pursuant to agreements with an affiliate of TCCC (the Schweppes Agreements). These agreements are in respect to the marketing, sale, and distribution of Schweppes Products within our territory. The Schweppes Agreements run through December 31, 2020, and will be automatically renewed for one 10-year term unless terminated by either party.

We commenced distribution of Schweppes, Dr Pepper, and Oasis products in the Netherlands in early 2010, pursuant to agreements with Schweppes International Limited. The agreements to distribute these products will expire on December 31, 2014, but can be renewed for an additional five-year term, subject to mutual agreement by both parties. These agreements impose obligations upon us with respect to achieving certain agreed-upon annual volume targets in the Netherlands and grant certain rights and remedies to Schweppes International Limited, including monetary remedies, if these targets are not met. We have accrued any amounts due under these commitments in our Consolidated Balance Sheets.

In November 2008, the Abbey Well water brand was acquired by an affiliate of TCCC. Our use of the Schweppes name with the brand is pursuant to, and on the terms of, the Schweppes Agreements. Abbey Well is a registered trademark of Waters & Robson Ltd., and we have been granted the right to use the Abbey Well name until February 10, 2022, but only in connection with the sale of Schweppes Abbey Well products.

*WILD.* We distribute Capri-Sun beverages in France and Great Britain through distribution agreements with subsidiaries or related entities of WILD GmbH & Co. KG (WILD). We also produce Capri-Sun beverages in Great Britain through a license agreement with WILD. The terms of the distribution and license agreements are for five years and expire on December 31, 2013, but are renewable for an additional five-year term (subject to our meeting certain preconditions). In 2010, we commenced distribution of Capri-Sun beverages in Belgium, the Netherlands, and Luxembourg on terms materially similar to the distribution agreements for France and Great Britain. These agreements cannot be terminated prior to July 1, 2016; however, thereafter the agreements can be terminated by either party under certain circumstances. Although these contracts do not impose any monetary penalties in the event that the defined volume targets are not met, meeting the volume targets is part of the performance criteria evaluated in determining whether we are able to renew these agreements for an additional five-year term.

*Hansen.* In early 2009, we began distributing Monster beverages in all of our Legacy CCE European territories and, in early 2011, in Sweden, under distribution agreements between us and Hansen Beverage Company. These agreements, for the territories other than Belgium, have terms of 20 years, comprised of four five-year terms, and can be terminated by either party under certain circumstances, subject to a termination penalty in some cases. The agreement for Belgium has a 10-year term, comprised of two five-year terms, and can be terminated by either party under certain circumstances, subject to a termination penalty in some cases.

*Other Agreements.* In 2009, we entered into agreements with Ocean Spray International, Inc. for the distribution of Ocean Spray products in France and Great Britain commencing in January and February 2010, respectively. These agreements have an initial term of five years and will be automatically renewed for an additional five years, unless terminated by either party no later than March 31, 2014.

In 2010, we entered into an exclusive distribution agreement with Innocent for the distribution of Innocent smoothies, juices, and waters in Sweden. The agreement will continue through December 31, 2013; however, for 2012 and 2013, either party may terminate the agreement if less than 75 percent of the agreed-upon annual volume plan is met. As of December 31, 2011, we have met the volume requirements provided for in the agreement.

In April 2011, we entered into an agreement with SAB Miller International BV to manufacture, distribute, market, and sell Appletiser products in Great Britain. This agreement has an initial term of 10 years and will continue thereafter until either party terminates the agreement upon providing 12 months notice.

We also distribute Fernandes products, on an exclusive basis, in the Netherlands. We entered into a 10-year distribution agreement with the Fernandes family and its Netherlands representative, Holfer BV, as of January 1, 2006. Although distribution of Fernandes products is currently limited to the Netherlands, we have the right to distribute Fernandes products in the remainder of Europe. The distribution agreement may be renewed by mutual agreement of the parties beginning six months before the end of its term.

### **Products, Packaging, and Distribution**

We derive our net operating revenues from marketing, producing, and distributing nonalcoholic beverages. Our beverage portfolio consists of some of the most recognized brands in the world, including one of the world's most valuable beverage brands, Coca-Cola. We manufacture approximately 95 percent of finished product we sell from syrups and concentrates that we buy. The

remainder of the products we sell are purchased in finished form. Although in some of our territories we deliver our product directly to retailers, our product is principally distributed to our customers' central warehouses and through wholesalers who deliver to retailers.

During 2011, our top five brands by volume were as follows:

- Coca-Cola
- Diet Coke/Coca-Cola light
- Coca-Cola Zero
- Fanta
- Capri-Sun

During 2011, 2010, and 2009, sales of certain major brand categories represented more than 10 percent of our total net operating revenues. The following table summarizes the percentage of total net operating revenues contributed by these major brand categories for the periods presented (rounded to the nearest 0.5 percent):

	2011	2010	2009
Coca-Cola trademark <sup>(A)</sup>	61.5%	64.0%	63.0%
Sparkling flavors and energy	16.0	16.0	15.5

<sup>(A)</sup> Coca-Cola Trademark Beverages are sparkling beverages bearing the trademark "Coca-Cola" or "Coke" brand name.

Our products are available in a variety of different package types and sizes (single-serve and multi-serve), including, but not limited to, aluminum and steel cans, glass, aluminum and polyethylene terephthalate (PET) bottles, pouches, and bag-in-box for fountain use.

For additional information about our various products and packages, refer to Management's Discussion and Analysis of Financial Condition and Results of Operations in this report.

### Seasonality

Sales of our products are seasonal, with the second and third calendar quarters accounting for higher unit sales of products than the first and fourth quarters. In a typical year, we earn more than 60 percent of our annual operating income during the second and third quarters of the year. The seasonality of our sales volume combined with the accounting for fixed costs, such as depreciation, amortization, rent, and interest expense, impacts our results on a quarterly basis. Additionally, year-over-year shifts in holidays and selling days can impact our results on a quarterly basis.

### Large Customers

No single customer accounted for 10 percent or more of our total net operating revenues in 2011, 2010, or 2009.

### Advertising and Marketing

We rely extensively on advertising and sales promotions in marketing our products. TCCC and other licensors that supply concentrates, syrups, and finished products to us make advertising expenditures in all major media to promote sales in the local areas we serve. We also benefit from regional, local, and global advertising programs conducted by TCCC and other licensors. Certain of the advertising expenditures by TCCC and other licensors are made pursuant to annual arrangements.

We and TCCC engage in a variety of marketing programs to promote the sale of products of TCCC in territories in which we operate. The amounts to be paid to us by TCCC under the programs are determined annually and are periodically reassessed as the programs progress. Marketing support funding programs entered into with TCCC provide financial support, principally based on our product sales or upon the completion of stated requirements, to offset a portion of our costs of the joint marketing programs. Except in certain limited circumstances, TCCC has no specified contractual obligation to participate in expenditures for advertising, marketing, and other support. The amounts paid by TCCC and the terms of similar programs TCCC may have with other licensees could differ from our arrangements.

### *Global Marketing Fund*

Legacy CCE and TCCC had a Global Marketing Fund under which TCCC was obligated to pay Legacy CCE \$61.5 million annually through December 31, 2014, as support for marketing activities. Annually, including in 2009 and 2010, \$45 million of this amount

was allocated to Legacy CCE's European business. Following the Merger and as part of the incidence-based concentrate pricing agreement with TCCC, we will continue to receive \$45 million annually through December 31, 2015, except under certain limited circumstances. The agreement will automatically be extended for successive 10-year periods thereafter unless either party gives written notice to terminate the agreement. We earn annual funding under the agreement if both parties agree on an annual marketing and business plan. TCCC may terminate the agreement for the balance of any year in which we fail to timely complete the marketing plan or are unable to execute the elements of that plan, when such failure is within our reasonable control. During 2011, we received \$45 million under the Global Marketing Fund with TCCC.

## **Competition**

The market for nonalcoholic beverages is highly competitive. We face competitors that differ within individual categories in our territories. Moreover, competition exists not only within the nonalcoholic beverage market, but also between the nonalcoholic and alcoholic markets.

The most important competitive factors impacting our business include advertising and marketing, product offerings that meet consumer preferences and trends, new product and package innovations, pricing, and cost inputs. Other competitive factors include supply chain (procurement and distribution) and sales methods, merchandising productivity, customer service, trade and community relationships, the management of sales and promotional activities, and access to manufacturing and distribution. Management of cold drink equipment, including vendors and coolers, is also a competitive factor. We believe that our most favorable competitive factor is the consumer and customer goodwill associated with our brand portfolio. We face strong competition by companies that produce and sell competing products to a retail sector that is consolidating and in which buyers are able to choose freely between our products and those of our competitors.

Our competitors include the local bottlers and distributors of competing products and manufacturers of private-label products. For example, we compete with bottlers and distributors of products of PepsiCo, Inc., Nestlé S.A., Groupe Danone S.A., and of private-label products, including those of certain of our customers. In certain of our territories, we sell products against which we compete in other territories. However, in all of our territories, our primary business is marketing, producing, and distributing products of TCCC.

## **Raw Materials and Other Supplies**

We purchase concentrates and syrups from TCCC and other licensors to manufacture products. In addition, we purchase sweeteners, juices, mineral waters, finished product, carbon dioxide, fuel, PET (plastic) preforms, glass, aluminum and plastic bottles, aluminum and steel cans, pouches, closures, post-mix (fountain syrup), packaging, and other packaging materials. We generally purchase our raw materials, other than concentrates, syrups, and mineral waters, from multiple suppliers. The product licensing and bottling agreements with TCCC and agreements with some of our other licensors provide that all authorized containers, closures, cases, cartons and other packages, and labels for their products must be purchased from manufacturers approved by the respective licensor.

The principal sweetener we use is sugar derived from sugar beets. Our sugar purchases are made from multiple suppliers. We do not separately purchase low-calorie sweeteners because sweeteners for low-calorie beverage products are contained in the concentrates or syrups that we purchase.

We produce most of our plastic bottle requirements within our production facilities using preforms purchased from multiple suppliers. We believe that the self-manufacture of certain packages serves to ensure supply and to reduce or manage our costs.

We do not use any materials or supplies that are currently in short supply, although the supply and price of specific materials or supplies are, at times, adversely affected by strikes, weather conditions, speculation, abnormally high demand, governmental controls, national emergencies, price or supply fluctuations of their raw material components, and currency fluctuations.

## **Governmental Regulation**

The production, distribution, and sale of many of our products is subject to various laws and regulations of the countries in which we operate that regulate the production, packaging, sale, safety, advertising, labeling, and ingredients of our products, and our operations in many other respects.

### *Packaging*

The European Commission has issued a packaging and packing waste directive that has been incorporated into the national legislation of the European Union (EU) member states in which we do business. The weight of packages collected and sent for recycling (inside or outside the EU) in the countries in which we operate must meet certain minimum targets depending on the type of packaging. The legislation sets targets for the recovery and recycling of household, commercial, and industrial packaging



waste and imposes substantial responsibilities upon bottlers and retailers for implementation. In the Netherlands, we include 25 percent recycled content in our recyclable plastic bottles in accordance with an agreement we have with the government. In compliance with national regulation within the sparkling beverage industry, we charge our customers in the Netherlands a deposit on all containers greater than a 1/2 liter, which is refunded to them if and when the containers are returned. Container deposit schemes also exist in Norway (which is not an EU member state) and Sweden under which a deposit fee is included in the consumer price which is then paid back to the consumer if and when the container is returned. The Norwegian government further imposes two types of packaging taxes: (1) a base tax and (2) an environmental tax calculated against the amount returned. The Norwegian base tax applies only to one-way packages such as cans and nonreturnable PET that may not be used again in their original form.

We have taken actions to mitigate the adverse financial effects resulting from legislation concerning deposits and restrictive packaging, which impose additional costs on us. We are unable to quantify the impact on current and future operations that may result from additional legislation if enacted or enforced in the future, but the impact of any such legislation could be significant.

### *Beverages in Schools*

Throughout our territories, different policy measures exist related to the presence of our products in the educational channel, from a total ban of vending machines in the French educational channel, to a limited choice in Great Britain, and self-regulation guidelines in our other territories. Despite our established guidelines, we continue to face pressure for regulatory intervention to further restrict the availability of sugared and sweetened beverages in the educational channel. During 2011, sales in primary and secondary schools represented less than 1.0 percent of our total sales volume.

### *Environmental Regulations*

Substantially all of our facilities are subject to laws and regulations dealing with above-ground and underground fuel storage tanks and the discharge of materials into the environment.

Our beverage manufacturing operations do not use or generate a significant amount of toxic or hazardous substances. We believe that our current practices and procedures for the control and disposition of such wastes comply with applicable law.

We are subject to and operate in accordance with the provisions of the EU Directive on Waste Electrical and Electronic Equipment (WEEE). Under the WEEE Directive, companies that put electrical and electronic equipment (such as our cold drink equipment) on the EU market are responsible for the costs of collection, treatment, recovery, and disposal of their own products.

### *Trade Regulation*

As the exclusive manufacturer and distributor of bottled and canned beverage products of TCCC and other manufacturers within specified geographic territories, we are subject to antitrust laws of general applicability.

EU rules adopted by the European countries in which we do business preclude restriction of the free movement of goods among the member states. As a result, the product licensing and bottling agreements grant us exclusive bottling territories subject to the exception that other EEA bottlers of Coca-Cola Trademark Beverages and Allied Beverages can, in response to unsolicited orders, sell such products in our European territories (as we can in their territories). For additional information about our bottling agreements, refer to the section of this report entitled “*Product Licensing and Bottling Agreements.*”

### *Excise and Other Taxes*

There are specific taxes on certain beverage products in certain territories in which we do business. Excise taxes on the sale of sparkling and still beverages are in place in Belgium, France, the Netherlands, and Norway.

In December 2011, France's Constitutional Council approved an increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) that equates to a 7.16 euro cents per liter increase from 0.54 euro cents per liter to 7.70 euro cents per liter. This tax, which was effective as of January 1, 2012, was part of a broader austerity package aimed at raising funds for the French government. The additional tax applies to virtually all of the beverage products we sell in France and is expected to increase our consolidated cost of sales in 2012 by approximately 4.0 percent. We expect substantially all of this additional cost to be borne by our customers in the form of higher prices, which will likely result in a significant increase in retail prices for beverage products impacted by the tax.

Proposals could be adopted in other countries that would impose special taxes on certain beverages we sell. At this point, we are unable to predict whether such additional legislation will be adopted, and, if enacted, what the impact would be on our financial results.

## *Tax Audits*

Our tax filings for various periods are subjected to audit by tax authorities in most jurisdictions in which we do business. These audits may result in assessments of additional taxes that are subsequently resolved with the authorities or potentially through the courts. We believe we have adequately provided for any assessments that could result from these audits where it is more likely than not that we will pay some amount.

## **Employees**

At December 31, 2011, we employed approximately 13,250 full-time employees, of which approximately 150 were located in the U.S.

A majority of our employees in Europe are covered by collectively bargained labor agreements, most of which do not expire. However, wage rates must be renegotiated at various dates through 2013. We believe that we will be able to renegotiate agreements with satisfactory terms.

## **Financial Information on Industry Segments and Geographic Areas**

For financial information about our industry segment and operations in geographic areas, refer to Note 14 of the Notes to Consolidated Financial Statements in this report.

## **For More Information About Us**

As a public company, we regularly file reports and proxy statements with the Securities and Exchange Commission (SEC). These reports are required by the Securities Exchange Act of 1934 and include:

- Annual reports on Form 10-K (such as this report);
- Quarterly reports on Form 10-Q;
- Current reports on Form 8-K;
- Proxy statements on Schedule 14A; and
- Registration statement on Form S-4.

Anyone may read and copy any of the materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington DC, 20549; information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site that contains our reports, proxy and information statements, and our other SEC filings; the address of that site is <http://www.sec.gov>.

We make our SEC filings (including any amendments) available on our own internet site as soon as reasonably practicable after we have filed them with or furnished them to the SEC. Our internet address is <http://www.cokecce.com>. All of these filings are available on our website free of charge.

The information on our website is not incorporated by reference into this annual report on Form 10-K unless specifically so incorporated by reference herein.

Our website contains, under "Corporate Governance," information about our corporate governance policies, such as:

- Code of Business Conduct;
- Board of Directors Guidelines on Significant Corporate Governance Issues;
- Board Committee Charters;
- Certificate of Incorporation; and
- Bylaws.

Any of these items are available in print to any shareowner who requests them. Requests should be sent to the corporate secretary at Coca-Cola Enterprises, Inc., 2500 Windy Ridge Parkway, Atlanta, Georgia 30339.

## ITEM 1A. RISK FACTORS

### Risks and Uncertainties

Set forth below are some of the risks and uncertainties that, if they were to occur, could materially and adversely affect our business or could cause our actual results to differ materially from the results contemplated by the forward-looking statements contained in this report and the other public statements we make.

#### ***Our business success, including financial results, depends upon our relationship with TCCC.***

Under the express terms of our product licensing agreements with TCCC:

- We purchase our entire requirement of concentrates and syrups for Coca-Cola Trademark Beverages (sparkling beverages bearing the trademark “Coca-Cola” or the “Coke” brand name) and Allied Beverages (beverages of TCCC or its subsidiaries that are sparkling beverages, but not Coca-Cola Trademark Beverages or energy drinks) from TCCC at prices, terms of payment, and other terms and conditions of supply determined from time to time by TCCC at its sole discretion.
- The terms of our contracts with TCCC contain no express limits on the prices TCCC may charge us for concentrate; however, we have entered into an incidence-based concentrate pricing agreement with TCCC through December 31, 2015, pursuant to which concentrate prices increase in a manner that generally tracks our net revenue per case increase from the previous year.
- Much of the marketing and promotional support that we receive from TCCC is at the discretion of TCCC. Programs currently in effect or under discussion contain requirements or are subject to conditions, established by TCCC, that we may not achieve or satisfy. The terms of most of the marketing programs contain no express obligation for TCCC to participate in future programs or continue past levels of payments into the future.
- Our product licensing and bottling agreements with TCCC state that they are for fixed terms, and most of them are renewable only at the discretion of TCCC at the conclusion of their current terms. A decision by TCCC not to renew a current fixed-term product licensing agreement at the end of its term could substantially and adversely affect our financial results.
- Under our product licensing and bottling agreements with TCCC, we must obtain approval from TCCC to acquire any bottler of Coca-Cola or to dispose of one or more of our Coca-Cola bottling territories.
- We are obligated to maintain sound financial capacity to perform our duties as is required and determined by TCCC at its sole discretion. These duties include, but are not limited to, making certain investments in marketing activities to stimulate the demand for products in our territories and infrastructure improvements to ensure our facilities and distribution network are capable of handling the demand for these beverages.

Disagreements with TCCC concerning other business issues may lead TCCC to act adversely to our interests with respect to the relationships described above.

TCCC does not have any equity ownership interest in us. This could result in a negative financial market perception of our relationship with TCCC and could negatively affect our business dealings with TCCC.

#### ***Legislative or regulatory changes that affect our products, distribution, or packaging could reduce demand for our products or increase our costs.***

Our business model depends on the availability of our various products and packages in multiple channels and locations to satisfy the needs of our customers and consumers. Laws that restrict our ability to distribute products in certain channels and locations, as well as laws that require deposits for certain types of packages or those that limit our ability to design new packages or market certain packages, could negatively impact our financial results. In addition, taxes or other charges imposed on the sale of certain of our products could cause consumers to shift away from purchasing our products or increase our costs.

For example, in December 2011, France's Constitutional Council approved an increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) that equates to a 7.16 euro cents per liter increase from 0.54 euro cents per liter to 7.70 euro cents per liter. This tax, which was effective as of January 1, 2012, was part of a broader austerity package aimed at raising funds for the French government. The additional tax applies to virtually all of the beverage products we sell in France and is expected to increase our consolidated cost of sales in 2012 by approximately 4.0 percent. We expect substantially all of this additional cost to be borne by our customers in the form of higher prices, which will likely result in a significant increase in retail prices for beverage products impacted by the tax.

***Our sales can be adversely impacted by the health and stability of the general economy.***

Unfavorable changes in general economic conditions, such as a recession or prolonged economic slowdown in the territories in which we do business, may reduce the demand for certain products and otherwise adversely affect our sales. For example, economic forces may cause consumers to purchase more private-label brands, which are generally sold at prices lower than our products, or to defer or forego purchases of beverage products altogether. Additionally, consumers that do purchase our products may choose to shift away from purchasing higher-margin products and packages. Adverse economic conditions could also increase the likelihood of customer delinquencies and bankruptcies, which would increase the risk of uncollectability of certain accounts. Each of these factors could adversely affect our revenue, price realization, gross margins, and/or our overall financial condition and operating results.

For example, there are ongoing concerns regarding the debt burden of certain countries and their ability to meet their future financial obligations, which have resulted in recent downgrades of the debt ratings for these countries. These sovereign debt concerns, whether real or perceived, could result in a recession, prolonged economic slowdown, or otherwise negatively impact the general health and stability of the economies in certain territories in which we operate. In more severe cases, this could result in a limitation on the availability of capital, thereby restricting our liquidity and negatively impacting our financial results.

***Our financial results could be significantly impacted by currency exchange rates, and currency changes or devaluations could impair our competitiveness.***

We are exposed to significant exchange rate risk since all of our revenues and substantially all of our expenses are derived from operations conducted outside the U.S. in the local currency of the countries in which we do business and, for purposes of financial reporting, the local currency results are translated into U.S. dollars based on currency exchange rates prevailing during the reporting period. During times of a strengthening U.S. dollar, our reported net revenues and operating income is reduced because the local currency will translate into fewer U.S. dollars. During periods of local economic crises, non-U.S. currencies may be devalued significantly against the U.S. dollar, thereby reducing our margins as reported in U.S. dollars. Actions to recover margins may result in lower volume and a weaker competitive position.

Additionally, there are ongoing concerns regarding the short- and long-term stability of the euro and its ability to serve as a single currency for a variety of individual countries. These concerns could lead individual countries to revert, or threaten to revert, to their former local currencies, which could lead to the dissolution of the euro. Should this occur, the assets we hold in a country that re-introduces its local currency could be significantly devalued. Furthermore, the dissolution of the euro could cause significant volatility and disruption to the global economy, which could impact our financial results, including our ability to access liquidity at acceptable financing costs, if at all, the availability of supplies and materials, and the demand for our products. Finally, if it were necessary for us to conduct our business in additional currencies, we would be subjected to additional earnings volatility as amounts in these currencies are translated into U.S. dollars.

***Increases in costs, a limitation, or lower than contracted quality of our supplies of raw materials could hurt our financial results.***

If there are increases in the costs of raw materials, ingredients, or packaging materials, such as aluminum, steel, sugar, PET (plastic), fuel, or other items, and we are unable to pass the increased costs on to our customers in the form of higher prices, our financial results could be adversely affected. We use supplier pricing agreements and, at times, derivative financial instruments to manage the volatility and market risk with respect to certain commodities. Generally, these hedging instruments establish the purchase price for these commodities in advance of the time of delivery. As such, it is possible that these hedging instruments may lock us into prices that are ultimately greater than the actual market price at the time of delivery.

Certain of our suppliers could restrict our ability to hedge prices through supplier agreements. As a result, at times, we enter into non-designated commodity hedges, which could expose us to additional earnings volatility with respect to the purchase of these commodities.

If suppliers of raw materials, ingredients, packaging materials, or other cost items are affected by strikes, weather conditions, abnormally high demand, governmental controls, national emergencies, natural disasters, insolvency, or other events, and we are unable to obtain the materials from an alternate source, our cost of sales, revenues, and ability to manufacture and distribute product could be adversely affected.

Additionally, lower than expected quality of delivered raw materials, ingredients, packaging materials, or finished goods could lead to a disruption in our operations as we seek to substitute these items for ones that conform to our established standards or if we are required to replace under-performing suppliers.

***Concerns about health and wellness could further reduce the demand for some of our products.***

Health and wellness trends have resulted in an increased desire for more low-calorie or no-calorie sparkling beverages, water, enhanced water, isotonic, energy drinks, teas, and beverages with natural sweeteners. Our failure to provide any of these types of products could adversely affect our financial results.

***We may not be able to respond successfully to changes in the marketplace.***

We operate in the highly competitive nonalcoholic beverage industry and face strong competition from other general and specialty beverage companies. Our response to continued and increased competitor and customer consolidations and marketplace competition may result in lower than expected net pricing of our products. Our ability to gain or maintain share of sales or gross margins may be limited by the actions of our competitors, who may have lower costs and, thus, advantages in setting their prices.

***If we, TCCC, or other licensors and bottlers of products we distribute are unable to maintain a positive brand image or if product liability claims or product recalls are brought against us, TCCC, or other licensors and bottlers of products we distribute, our financial results and brand image may be negatively affected.***

Our success depends on our products having a positive brand image with customers and consumers. Product quality issues, real or imagined, or allegations of product contamination, even if false or unfounded, could tarnish the image of the affected brands and cause customers and consumers to choose other products. We may be liable if the consumption of our products causes injury or illness. We may also be required to recall products if they become or are perceived to have become contaminated or are damaged or mislabeled. A significant product liability or other product-related legal judgment against us or a widespread recall of our products could negatively impact our financial results and brand image.

Additionally, adverse publicity surrounding obesity concerns, water usage, customer disputes, labor relations, product ingredients, and the like could negatively affect our overall reputation and our products' acceptance by our customers and consumers, even when the publicity results from actions occurring outside our territory or control. Similarly, if product quality-related issues arise from products not manufactured by us but imported into our territories, our reputation and consumer goodwill could be damaged.

Furthermore, the increased use of social media by our employees and those outside of CCE could cause dissemination of confidential information or information that is damaging to our reputation, regardless of validity. This information could negatively impact our financial results and brand image.

***Changes in our relationships with large customers may adversely impact our financial results.***

A significant amount of our volume is sold through large retail chains, including supermarkets and wholesalers. These chains are becoming more consolidated and, at times, may seek to use their purchasing power to improve their profitability through lower prices, increased emphasis on generic and other private-label brands, and increased promotional programs. These factors, as well as others, could have a negative impact on the availability of our products, as well as our profitability. In addition, at times, a customer may choose to temporarily stop selling certain of our products as a result of a dispute we may be having with that customer. A dispute with a large customer that chooses not to sell certain of our products for a prolonged period of time may adversely affect our sales volume and/or financial results.

***Our business is vulnerable to products being imported from outside our territories, which adversely affects our sales.***

Our territories, particularly Great Britain, are susceptible to the import of products manufactured by bottlers outside our territories where prices and costs are lower. During 2011, we estimate that the gross profit of our business was negatively impacted by approximately \$20 million to \$30 million due to imported products. In the case of such imports from members of the EEA, we are generally prohibited from taking actions to stop such imports.

***Changes in interest rates or our debt rating could harm our financial results and financial position.***

We are subject to increases in interest rates and changes in our debt rating that could have a material adverse effect on interest costs and financing sources. Our debt rating can be materially influenced by a number of factors, including, but not limited to, acquisitions, investment decisions, and capital management activities of TCCC and/or changes in the debt rating of TCCC.

***Additional taxes levied on us could harm our financial results.***

Our tax filings for various periods are subjected to audit by tax authorities in most jurisdictions in which we do business. These audits may result in assessments of additional taxes that are subsequently resolved with the authorities or potentially through the

courts. We believe we have adequately provided for any assessments that could result from these audits where it is more likely than not that we will pay some amount.

Changes in tax laws, regulations, related interpretations, and tax accounting standards in the U.S. and other countries in which we operate may adversely affect our financial results. For example, in recent years there have been legislative proposals to reform U.S. taxation of non-U.S. earnings which could have a material adverse effect on our financial results by subjecting a significant portion of our earnings to incremental U.S. taxation and/or by delaying or permanently deferring certain deductions otherwise allowed in calculating our U.S. tax liabilities.

***If we are unable to renew labor bargaining agreements on satisfactory terms, if we experience employee strikes or work stoppages, or if changes are made to employment laws or regulations, our financial results could be negatively impacted.***

The majority of our employees are covered by collectively bargained labor agreements, most of which do not expire. However, wage rates must be renegotiated at various dates through 2013. The inability to renegotiate agreements on satisfactory terms could result in work interruptions or stoppages, which could adversely affect our financial results. The terms and conditions of existing or renegotiated agreements could also increase our cost or otherwise affect our ability to fully implement operational changes. We currently believe, however, that we will be able to renegotiate agreements upon satisfactory terms.

***The occurrence of cyber incidents, or a deficiency in our cybersecurity, could negatively impact our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our brand image, all of which could negatively impact our financial results.***

A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity, or availability of our information resources. More specifically, a cyber incident is an intentional attack or an unintentional event that can include gaining unauthorized access to systems to disrupt operations, corrupt data, or steal confidential information. As our reliance on technology has increased, so have the risks posed to our systems, both internal and those we have outsourced. Our three primary risks that could directly result from the occurrence of a cyber incident include operational interruption, damage to our brand image, and private data exposure. We have implemented solutions, processes, and procedures to help mitigate this risk, such as creating a proactive internal oversight function to evaluate and address our risks related to cybersecurity, but these measures, as well as our organization's increased awareness of our risk of a cyber incident, do not guarantee that our financial results will not be negatively impacted by such an incident.

***Technology failures could disrupt our operations and negatively impact our financial results.***

We rely extensively on information technology systems to process, transmit, store, and protect electronic information. For example, our production and distribution facilities and our inventory management process utilize information technology to maximize efficiencies and minimize costs. Furthermore, a significant portion of the communications between our personnel, customers, and suppliers depends on information technology. Our information technology systems, some of which have been outsourced to a third-party provider, may be vulnerable to a variety of interruptions due to events that may be beyond our control or that of our third-party provider, including, but not limited to, natural disasters, terrorist attacks, telecommunications failures, computer, additional security issues, and other technology failures. Our technology and information security processes and disaster recovery plans may not be adequate or implemented properly to ensure that our operations are not disrupted. In addition, a miscalculation of the level of investment needed to ensure our technology solutions are current and up-to-date as technology advances and evolves could result in disruptions in our business should the software, hardware, or maintenance of such items become out-of-date or obsolete. Furthermore, when we implement new systems and/or upgrade existing system modules (e.g. SAP modules), there is a risk that our business may be temporarily disrupted during the period of implementation.

***We may not fully realize the expected cost savings and/or operating efficiencies from our restructuring and outsourcing programs.***

We have implemented, and plan to continue to implement, restructuring programs to support the implementation of key strategic initiatives designed to maintain long-term sustainable growth. These programs are intended to maximize our operating effectiveness and efficiency and to reduce our costs. We cannot guarantee that we will achieve or sustain the targeted benefits under these programs, which could result in further restructuring efforts. In addition, we cannot guarantee that the benefits, even if achieved, will be adequate to meet our long-term growth expectations. The implementation of key elements of these programs, such as employee job reductions, may have an adverse impact on our business, particularly in the near term.

In addition, we have outsourced certain financial transaction processing and business information services to third-party providers. In the future, we may outsource other activities to achieve further efficiencies and cost savings. If the third-party providers do not supply the level of service expected with our outsourcing initiatives, we may incur additional costs to correct the errors and may

not achieve the level of cost savings originally expected. Disruptions in transaction processing due to the ineffectiveness of our third-party providers could result in inefficiencies within other business processes.

***Adverse weather conditions could limit the demand for our products. Likewise, we may be affected by global climate change or by legal, regulatory, or market responses to such change.***

Our sales are significantly influenced by weather conditions in the markets in which we operate. In particular, cold or wet weather during the summer months may have a negative impact on the demand for our products and contribute to lower sales, which could have an adverse effect on our financial results. Additionally, changing weather patterns, along with the increased frequency or duration of extreme weather conditions, could impact the availability or increase the cost of key raw materials that we use to produce our products.

Concern over climate change, including global warming, has led to legislative and regulatory initiatives directed at limiting greenhouse gas (GHG) emissions. The territories in which we operate have in place a variety of GHG emissions reporting requirements, and some have voluntary emissions reduction covenants in which we participate. Furthermore, laws that directly or indirectly affect our production, distribution, packaging, cost of raw materials, fuel, ingredients, and water could all impact our financial results.

As part of our commitment to Corporate Responsibility and Sustainability (CRS), we have calculated the carbon footprint of our operations in each country where we do business, developed a GHG emissions inventory management plan, and set a public goal to reduce the carbon footprint of the drinks we produce by a third by 2020 and to reduce our absolute carbon footprint by 15 percent within the same time frame. This commitment and the expectations of our stakeholders and regulatory bodies necessitates our investment in technologies that improve the energy efficiency of our facilities, our cooling and vending equipment, and reduce the carbon emissions of our vehicle fleet. In general, the cost of these types of investments is greater than investments in less energy efficient technologies and the period of return is often longer. Although we believe these investments will provide long-term financial and reputational benefits, there is a risk that we may not achieve our desired returns.

***Global or regional catastrophic events could impact our financial results.***

Our business can be affected by large-scale terrorist acts, especially those directed against our territories or other major industrialized countries, the outbreak or escalation of armed hostilities, major natural disasters, or widespread outbreaks of infectious disease. Such events in the geographic regions in which we do business, or in the geographic regions from which our inputs are supplied, could have a material impact on our sales volume, cost of sales, earnings, and overall financial results.

***Unexpected resolutions of contingencies could impact our financial results.***

Changes from expectations for the resolution of contingencies, including outstanding legal claims and assessments, could have a material impact on our financial results. Additionally, our failure to abide by laws, including those related to our external reporting obligations in each country, orders, or other legal commitments could subject us to fines, penalties, or other damages. Furthermore, insufficient levels of insurance coverage could negatively impact our ability to recover certain losses that are, or could potentially be, covered by insurance policies.

***Our historical financial information may not be representative of our results as a separate company and, therefore, may not be reliable as an indicator of future results.***

Prior to the Merger, our Consolidated Financial Statements were prepared in accordance with U.S. generally accepted accounting principles on a “carve-out” basis from Legacy CCE’s Consolidated Financial Statements using the historical results of operations, assets, and liabilities attributable to the legal entities that comprised CCE as of the effective date of the Merger. These legal entities include all that were previously part of Legacy CCE’s Europe operating segment, as well as Coca-Cola Enterprises (Canada) Bottling Finance Company. Accordingly, our historical financial information included in this report does not necessarily reflect what our financial position, results of operations, and cash flows would have been had we been operating as an independent company prior to the Merger.

Prior to the Merger, our Consolidated Financial Statements also included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred

had we been operating as an independent company prior to the Merger.

***Our focus on European business may limit investor interest in our common stock.***

Because we are geographically focused in Western Europe, our stock may not be followed as closely by the investment community in the U.S. If there is only a limited following by market analysts in the U.S. or the investment community in the U.S., the amount of market activity in our common stock may be reduced, making it more difficult to sell our shares. If shareowners decide to sell all or some of their shares, or the market perceives that these sales could occur, the trading value of our shares may decline.

***Increases in the cost of employee benefits, including pension retirement benefits, could impact our financial results and cash flow.***

Unfavorable changes in the cost of our employee medical benefits and pension retirement benefits could materially impact our financial results and cash flow. We sponsor a number of defined benefit pension plans. Estimates of the amount and timing of our future funding obligations for defined benefit pension plans are based upon various assumptions, including discount rates and long-term asset returns. In addition, the amount and timing of pension funding can be influenced by funding requirements, negotiations with the Pension Trustee Boards, or the action of other governing bodies.

***Provisions in our product licensing and bottling agreements with TCCC and in our organizational documents could delay or prevent a change in control of CCE, which could adversely affect the price of our common stock.***

Provisions in our product licensing and bottling agreements with TCCC which require us to obtain TCCC's consent to transfer the business to another person could delay or prevent an unsolicited change in control of CCE. These provisions may also have the effect of making it more difficult for third parties to replace our current management without the consent of our Board of Directors.

In addition, the provisions in our certificate of incorporation and bylaws could delay or prevent an unsolicited change in control of CCE. These provisions include:

- The availability of authorized shares of preferred stock for issuance from time to time and the determination of rights, powers, and preferences of the preferred stock at the discretion of the CCE Board of Directors without the approval of our shareowners;
- The requirement of a meeting of shareowners to approve all action to be taken by the shareowners;
- Requirements for advance notice for raising business or making nominations at shareowners' meetings; and
- Limitations on the minimum and maximum number of directors that constitute the CCE Board of Directors.

Delaware law also imposes restrictions on mergers and other business combinations between us and any holder of 15 percent or more of our outstanding common stock.

***Miscalculation of our need for infrastructure investment could impact our financial results.***

Actual requirements of our infrastructure investments, including cold drink equipment, technology, and production equipment may differ from projected levels if our volume growth is not as anticipated. Our infrastructure investments are generally long-term in nature and, therefore, it is possible that investments made today may not generate the expected return due to future changes in the marketplace. Significant changes from our expected need for and/or returns on these infrastructure investments could adversely affect our financial results.

***We may be subject to liabilities or indemnification obligations under the Agreement with TCCC and related agreements that are greater than anticipated.***

Under the Agreement, we have assumed certain European business liabilities and, under the Tax Sharing Agreement related to the Merger, we have agreed to indemnify TCCC and its affiliates from and against certain taxes, the responsibility for which the parties have specifically agreed to allocate to us, as well as any taxes and losses by reason of or arising from certain breaches by us of representations, covenants, or obligations under the Agreement or the Tax Sharing Agreement and, in certain situations, we will pay to TCCC (1) an amount equal to a portion of the transfer taxes incurred in connection with the separation from Legacy CCE; (2) an amount equal to any detriment to TCCC caused by certain actions (or failures to act) by us in connection with the conduct of our business or outside the ordinary course of business or that are otherwise inconsistent with past practice; and (3) the difference (if any) between the amount of certain tax benefits intended to be available to Legacy CCE following the separation from Legacy CCE and the amount of such benefits actually available to Legacy CCE as determined for U.S. federal income tax purposes.



The liabilities assumed by us and our indemnification obligations may be greater than anticipated and may be greater than the amount of cash available to us. If such liabilities or indemnification obligations are larger than anticipated, our financial condition could be materially and adversely affected.

***Our stock price may be volatile and could drop precipitously and unexpectedly.***

The prices of publicly traded stocks often fluctuate. The price of our common stock may rise or fall dramatically without any change in our business performance.

An investment in our stock could be affected by a wide variety of factors that relate to our businesses and industry, many of which are outside of our control. For example, the price of our stock could be affected by:

- Risks and uncertainties relating to our business (including our ability to achieve strategic goals, objectives, and targets over applicable periods), industry performance, and the regulatory environment;
- Risks and uncertainties relating to our business relationship with TCCC;
- The effects of adverse financial conditions in the territories in which we operate and a general downturn in the economy;
- Increased volatility in foreign exchange rates affecting our businesses or results of operations;
- Customer losses, increases in operating costs, and business disruption, including disruption of supply or shortages of raw materials and other supplies;
- Adverse effects on relationships with employees;
- Adverse effects of governmental, legal, or regulatory policies that may be enacted; and
- Social and political conditions such as war, political unrest and terrorism, pandemics or natural disasters, unfavorable economic conditions, or increased volatility in foreign exchange rates.

In addition, if our financial results in any period fail to meet the investment community's expectations, there could be an immediate adverse impact on our stock price.

***If the Merger or certain structuring steps Legacy CCE took prior to the Merger are determined to be taxable, CCE and Legacy CCE shareowners could be subject to a material amount of taxes, and we may have indemnification obligations to TCCC.***

The exchange of the consideration in the Merger for our stock is generally intended to qualify under Section 355 of the Code as a tax-free transaction to us and, except to the extent of the cash received, to participating holders of our stock. In addition, the distribution of the stock of Enterprises KOC Acquisition Company (Canadian Holdco) to Bottling Holdings (International) Inc. (Internal Spin-Off) is intended to qualify under Section 355 as a tax-free transaction. There can be no absolute assurance, however, that these transactions will qualify for tax-free treatment. If either transaction does not qualify for tax-free treatment, our resulting tax liability may be substantial.

The Merger was conditioned on the issuance of the private letter ruling received by Legacy CCE from the IRS, and Legacy CCE and TCCC each received opinions from their counsel regarding, among other things, the satisfaction of certain requirements for tax-free treatment under Section 355 of the Code on which the IRS will not rule. The ruling and the opinions of counsel were based, in part, on assumptions and representations as to factual matters made by, among others, Legacy CCE and TCCC, which, if incorrect, could have an adverse effect on the conclusions reached in the IRS ruling and legal opinions. Consistent with IRS policy, the ruling does not address certain material legal issues that could affect the conclusions reached in the ruling, and the IRS may raise such issues upon a subsequent examination. Opinions of counsel are not binding upon the IRS or the courts, the conclusions in the opinions of counsel could be challenged by the IRS, and a court could sustain such a challenge. In such event, the transactions may not qualify for tax-free treatment.

If the Merger does not qualify for tax-free treatment under Section 355 of the Code, Legacy CCE would recognize taxable gain in an amount equal to the excess of the fair market value of our stock held by it immediately before the Merger over Legacy CCE's tax basis in the stock. If the Internal Spin-Off does not qualify for tax-free treatment under Section 355 of the Code, Legacy CCE would have taxable income in an amount up to the fair market value of the stock of Canadian Holdco.

In addition, if the Merger does not qualify for tax-free treatment, the exchange by the holders of Legacy CCE stock in the Merger would be a taxable exchange, and each holder of our stock that participates in the Merger would recognize capital gain or loss equal to the difference between (1) the sum of the fair market value of the shares of our stock and cash received, and (2) the holder's tax basis in Legacy CCE stock surrendered in the exchange.

Under the Tax Sharing Agreement, we have indemnified TCCC and its affiliates with respect to any taxes, penalties, and interest resulting from the failure of the transactions to qualify for tax-free treatment described under Section 355 of the Code, except for (1) any taxes and losses due to the inaccuracy of certain representations or failure to comply with certain covenants by TCCC (also applicable to actions or failures to act by Legacy CCE and its subsidiaries following the completion of the Merger), and (2) 50 percent of certain taxes and losses not due to the failure to comply with any obligation by any party to the Tax Sharing Agreement. We have not indemnified any individual shareowner for any taxes that may be incurred by such shareowner in connection with the Merger.

***The Merger and the Internal Spin-Off may be taxable to Legacy CCE if there is an acquisition of 50 percent or more of the outstanding common stock of us or Legacy CCE and may result in indemnification obligations from us to TCCC.***

Even if the Merger and the Internal Spin-Off otherwise qualify for tax-free treatment under Section 355 of the Code, they would result in a significant U.S. federal income tax liability to Legacy CCE (but not holders of Legacy CCE stock) under Section 355 (e) of the Code if one or more persons acquire a 50 percent or greater interest (measured by vote or value) in the stock of us or Legacy CCE as part of a plan or series of related transactions that includes the Merger. Current tax law generally creates a presumption that any acquisition of the stock of us or Legacy CCE within two years before or after the Merger is part of a plan that includes the Merger, although the parties may be able to challenge that presumption. The process for determining whether an acquisition is part of a plan under these rules is complex and based on the individual facts and circumstances of a particular case. Notwithstanding the opinions of counsel or the rulings that have been obtained in connection with the private letter ruling, Legacy CCE or CCE could undergo a prohibited change in ownership resulting in substantial tax liabilities to Legacy CCE, which could have a material adverse effect on us and, as a result, the value of our shares.

If the Merger is determined to be taxable under Section 355(e) of the Code, Legacy CCE would recognize a gain equal to the excess of the fair market value of our stock held by it immediately before the Merger over its tax basis in such shares. If this occurred, we could be required under the Tax Sharing Agreement to indemnify TCCC and its affiliates for any resulting taxes, unless such tax liability resulted from a breach by TCCC or Legacy CCE of their covenants or obligations under the Tax Sharing Agreement.

***The tax-free distribution by Legacy CCE could result in potentially significant limitations on our ability to pursue strategic transactions, equity or available debt financing, or other transactions that might otherwise maximize the value of our business and could potentially result in significant tax-related liabilities to us.***

In the Tax Sharing Agreement, we agreed (1) to effect the Merger and separation from Legacy CCE in a manner consistent with the private letter ruling, tax opinions, and related representations and covenants; (2) to comply with the representations made in connection with the private letter ruling and tax opinions; and (3) not to take any action, or fail to take any action, which action or failure would be inconsistent with the private letter ruling, opinions, or related representations and covenants. In addition, except in the circumstances set forth in the next sentence, we have agreed that, for a period of two years after the Merger, we will not take certain actions, including:

- The redemption, recapitalization, repurchase, or acquisition by CCE of our stock (but not including planned open market purchases aggregating less than 20 percent of our outstanding stock);
- The issuance by us of stock, warrants, or convertible debt that would, combined with other changes in ownership, result in a 40 percent or greater change in our ownership;
- The liquidation of CCE;
- A merger or consolidation involving us that would, combined with other changes of ownership, result in a 40 percent or greater change in our ownership; or
- The disposition of assets except in the ordinary course of business.

However, an action generally will not be restricted if (1) TCCC consents to the action, (2) we obtain a ruling from the IRS to the effect that the action will not affect the private letter ruling, or (3) we obtain an unqualified opinion of counsel to the effect that the action will not affect the private letter ruling or opinions of counsel.

We are generally required to indemnify TCCC, Legacy CCE, and their affiliates for any losses resulting from a failure to comply with our obligations under the Tax Sharing Agreement. As a result, we may be limited in our ability to pursue strategic transactions, equity or available debt financing, or other transactions that might otherwise maximize the value of our business. Also, our potential indemnity obligation under the Tax Sharing Agreement may discourage, delay, or prevent a change of control transaction for some period of time following the Merger.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

**ITEM 2. PROPERTIES**

Our principal properties include our corporate offices, European business unit headquarters offices, our production facilities, and our sales and distribution centers.

The following summarizes our facilities as of December 31, 2011:

- 17 beverage production facilities, all of which were combination production and distribution facilities (16 owned, 1 leased); and
- 51 principal distribution facilities (10 owned, 41 leased).

Our principal properties cover approximately 10 million square feet in the aggregate. We believe that our facilities are adequately utilized and sufficient to meet our present operating needs.

At December 31, 2011, we operated approximately 5,500 vehicles of all types, a majority of which are leased. We also owned approximately 600,000 coolers, beverage dispensers, and vending machines.

**ITEM 3. LEGAL PROCEEDINGS**

Not applicable.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

**Listed and Traded:** New York Stock Exchange (NYSE) (Principal)  
NYSE Euronext Paris (Secondary)

Common shareowners of record as of January 27, 2012: 14,171

#### STOCK PRICES

2011	High	Low
Fourth Quarter	\$ 27.49	\$ 23.03
Third Quarter	29.99	23.97
Second Quarter	29.83	27.26
First Quarter	27.76	23.63
2010	High	Low
Fourth Quarter <sup>(A)</sup>	\$ 26.12	\$ 21.66
Third Quarter	n/a	n/a
Second Quarter	n/a	n/a
First Quarter	n/a	n/a

<sup>(A)</sup> Immediately following the Merger, 339,064,025 shares of our common stock, par value \$0.01 per share, were issued and outstanding. Our stock began trading on the New York Stock Exchange (NYSE) on October 4, 2010, and is listed under the symbol "CCE." Beginning in the second quarter of 2011, we also maintain a listing of our shares in France, traded on the NYSE Euronext Paris.

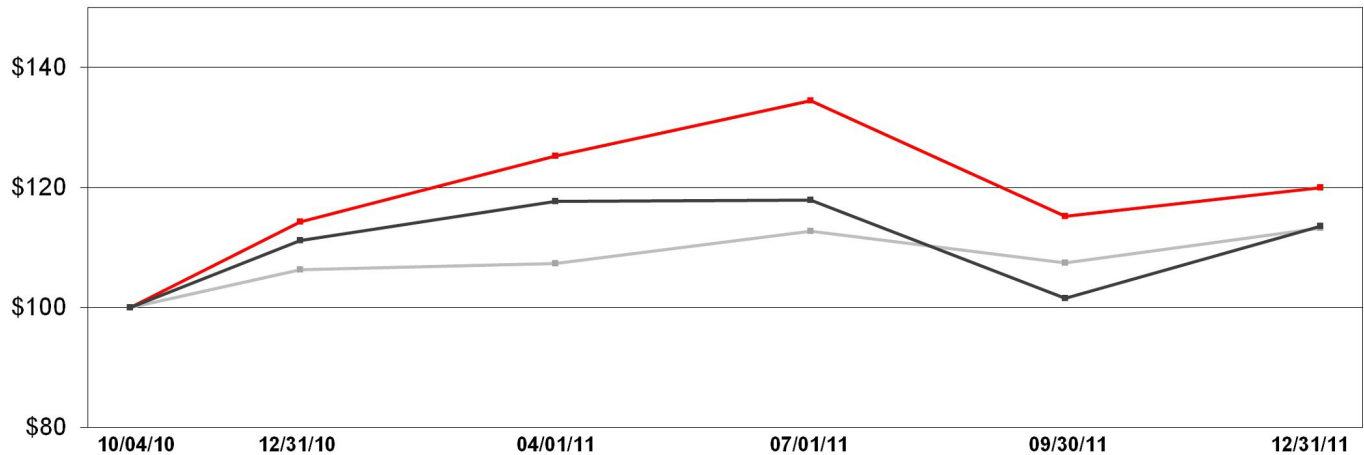
#### DIVIDENDS

Our dividends are declared at the discretion of our Board of Directors. In April 2011, our Board of Directors approved an increase in our quarterly dividend from \$0.12 per share to \$0.13 per share beginning in the second quarter of 2011. In February 2012, our Board of Directors approved a 23 percent increase in our quarterly dividend from \$0.13 per share to \$0.16 per share, beginning in the first quarter of 2012.

## SHARE PERFORMANCE

### Comparison of Five-Year Cumulative Total Return

—●— Coca-Cola Enterprises Inc.  
 —■— Peer Group  
 —▲— S&P 500



Date	Coca-Cola Enterprises, Inc.	Peer Group	S&P 500 Comp-LTD
10/04/2010 <sup>(A)</sup>	100.00	100.00	100.00
12/31/2010	116.99	105.88	108.18
12/31/2011	119.98	113.23	113.50

<sup>(A)</sup> Immediately following the Merger, 339,064,025 shares of our common stock, par value \$0.01 per share, were issued and outstanding. Our stock began trading on the New York Stock Exchange (NYSE) on October 4, 2010, and is listed under the symbol “CCE.” Beginning in the second quarter of 2011, we also maintain a listing of our shares in France, traded on the NYSE Euronext Paris.

The graph shows the cumulative total return to our shareowners beginning as of October 4, 2010, the day our shares began trading on the New York Stock Exchange, and through December 31, 2010 and for the year ended December 31, 2011, in comparison to the cumulative returns of the S&P Composite 500 Index and to an index of peer group companies we selected. The peer group consists of TCCC, PepsiCo, Inc., Coca-Cola Hellenic, Dr Pepper Snapple Group, and Britvic plc. The graph assumes \$100 invested on October 4, 2010 in our common stock and in each index, with the subsequent reinvestment of dividends on a quarterly basis.

## SHARE REPURCHASES

The following table presents information about repurchases of Coca-Cola Enterprises, Inc. common stock made by us during the fourth quarter of 2011 (in millions, except average price per share):

Period	Total Number of Shares (or Units) Purchased <sup>(A)</sup>	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased As Part of Publicly Announced Plans or Programs <sup>(B)</sup>	Maximum Number or Approximate Dollar Value of Shares (or Units) That May Yet Be Purchased Under the Plans or Programs <sup>(B)</sup>
October 1, 2011 through October 28, 2011	2.6	\$ 25.07	2.6	\$ 1,134.0
October 29, 2011 through November 25, 2011	2.4	25.96	2.3	1,074.0
November 26, 2011 through December 31, 2011	2.9	25.77	2.9	1,000.0
Total	<u>7.9</u>	25.60	<u>7.8</u>	1,000.0

<sup>(A)</sup> During the fourth quarter of 2011, 0.1 million of the total number of shares repurchased were attributable to shares surrendered to CCE by employees in payment of tax obligations related to the vesting of restricted share units or distributions from our deferred compensation plan. The remainder of the shares repurchased were attributable to shares purchased under our publicly announced share repurchase program and were purchased in open-market transactions.

<sup>(B)</sup> In October 2010, our Board of Directors approved a resolution to authorize the repurchase of up to 65 million shares, for an aggregate purchase price of not more than \$1 billion, as part of a publicly announced program. In September 2011, our Board of Directors approved a resolution to authorize additional share repurchases for an aggregate purchase price of not more than \$1 billion. These repurchases will be in addition to those authorized under the October 2010 resolution and are subject to the cumulative 65 million share repurchase limit. Unless terminated by resolution of our Board of Directors, the program expires when we have repurchased all shares authorized under the program. We can repurchase shares in the open market and in privately negotiated transactions, subject to economic and market conditions, stock price, applicable legal and tax requirements, and other factors.

## ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data should be read in conjunction with Management’s Discussion and Analysis of Financial Condition and Results of Operations, the Consolidated Financial Statements, and the Notes to Consolidated Financial Statements in this report.

Prior to the Merger, our Consolidated Financial Statements were prepared in accordance with U.S. generally accepted accounting principles on a “carve-out” basis from Legacy CCE’s Consolidated Financial Statements using the historical results of operations, assets, and liabilities attributable to the legal entities that comprised CCE as of the effective date of the Merger. These legal entities include all that were previously part of Legacy CCE’s Europe operating segment, as well as Coca-Cola Enterprises (Canada) Bottling Finance Company. Accordingly, our historical financial information included in this report does not necessarily reflect what our financial position, results of operations, and cash flows would have been had we been operating as an independent company prior to the Merger.

Prior to the Merger, our Consolidated Financial Statements also included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger.

(in millions, except per share data)	For the Years Ended December 31,				
	2011 <sup>(A)</sup>	2010 <sup>(B)</sup>	2009 <sup>(C)</sup>	2008 <sup>(D)</sup>	2007 <sup>(E)</sup>
<b>OPERATIONS SUMMARY</b>					
Net operating revenues	\$ 8,284	\$ 6,714	\$ 6,517	\$ 6,619	\$ 6,246
Cost of sales	5,254	4,234	4,113	4,269	3,987
Gross profit	3,030	2,480	2,404	2,350	2,259
Selling, delivery, and administrative expenses	1,997	1,670	1,599	1,598	1,545
Operating income	1,033	810	805	752	714
Interest expense, net	85	63	83	119	147
Other nonoperating (expense) income, net	(3)	(1)	5	(4)	1
Income before income taxes	945	746	727	629	568
Income tax expense	196	122	151	115	44
Net income	\$ 749	\$ 624	\$ 576	\$ 514	\$ 524
<b>WEIGHTED AVERAGE COMMON SHARES OUTSTANDING</b>					
Basic <sup>(F)</sup>	319	339	339	339	339
Diluted <sup>(G)</sup>	327	340	n/a	n/a	n/a
<b>PER SHARE DATA</b>					
Basic earnings per common share	\$ 2.35	\$ 1.84	\$ 1.70	\$ 1.52	\$ 1.55
Diluted earnings per common share	2.29	1.83	n/a	n/a	n/a
Dividends declared per common share	0.51	0.12	n/a	n/a	n/a
Closing stock price	25.78	25.03	n/a	n/a	n/a
<b>YEAR-END FINANCIAL POSITION</b>					
Property, plant, and equipment, net	\$ 2,230	\$ 2,220	\$ 1,883	\$ 1,785	\$ 2,083
Franchise license intangible assets, net	3,771	3,828	3,487	3,230	4,075
Total assets	9,094	8,596	7,972	7,071	8,312
Total debt	3,012	2,286	1,870	2,078	2,756
Total equity	2,899	3,143	3,179	2,426	2,547

The bottling operations in Norway and Sweden were acquired from TCCC on October 2, 2010. This acquisition was included in our Consolidated Financial Statements beginning in the fourth quarter of 2010. Additionally, the following items included in our reported results affected the comparability of our year-over-year financial results (the items listed below are based on defined terms and thresholds and represent all material items management considered for year-over-year comparability; amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment).

- (A) Our 2011 net income included the following items of significance: (1) charges totaling \$19 million related to restructuring activities; (2) net mark-to-market losses totaling \$3 million related to non-designated commodity hedges associated with underlying transactions that relate to a different reporting period; (3) charges totaling \$5 million related to post-Merger changes in certain underlying tax matters covered by our indemnification to TCCC for periods prior to the Merger; and (4) a deferred tax benefit of \$53 million due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 2 percentage points, 1 percentage point retroactive to April 1, 2011, and 1 percentage point effective April 1, 2012.
- (B) Our 2010 net income included the following items of significance: (1) charges totaling \$14 million related to restructuring activities; (2) net mark-to-market losses totaling \$8 million related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period; (3) transaction-related costs totaling \$8 million; and (4) a deferred tax benefit of \$25 million due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 1 percentage point effective April 1, 2011.
- (C) Our 2009 net income included the following items of significance: (1) charges totaling \$29 million related to restructuring activities; (2) net mark-to-market gains totaling \$10 million related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period; and (3) a net tax expense totaling \$9 million primarily due to a tax law change in France.
- (D) Our 2008 net income included charges totaling \$28 million related to restructuring activities.
- (E) Our 2007 net income included the following items of significance: (1) charges totaling \$15 million related to restructuring activities; and (2) a deferred tax benefit of \$67 million due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 2 percentage points effective April 1, 2008.
- (F) For periods prior to the Merger, we used 339,064,025, the number of our common shares outstanding immediately following the Merger, as our number of shares outstanding for purposes of our basic earnings per share calculations.
- (G) For periods prior to the Merger, we did not reflect the effect of dilutive shares because there were not any potentially dilutive securities of CCE outstanding (as we did not have any outstanding equity awards prior to the Merger, and estimating dilution using the treasury stock method is not practical or meaningful).



## **ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) should be read in conjunction with the Consolidated Financial Statements and the accompanying Notes to Consolidated Financial Statements contained in this report.

### **Overview**

#### *Organization and Basis of Presentation*

On October 2, 2010, Coca-Cola Enterprises Inc. (Legacy CCE) completed a merger (the Merger) with The Coca-Cola Company (TCCC) and separated its European operations, Coca-Cola Enterprises (Canada) Bottling Finance Company, and a related portion of its corporate segment into a new legal entity which was renamed Coca-Cola Enterprises, Inc. ("CCE," "we," "our," or "us") at the time of the Merger. For additional information about the Merger and the Merger Agreement (the Agreement), refer to Note 1 of the Notes to Consolidated Financial Statements.

Concurrently with the Merger, two indirect, wholly owned subsidiaries of CCE acquired TCCC's bottling operations in Norway and Sweden, pursuant to the Share Purchase Agreement dated March 20, 2010 (the Norway-Sweden SPA), for a purchase price of \$822 million plus a net purchase price adjustment of \$50 million related to working capital and EBITDA (as defined by the Norway-Sweden SPA). All amounts outstanding under the Norway-Sweden SPA were settled and paid during 2011. For additional information about the Norway-Sweden SPA, refer to Note 1 of the Notes to Consolidated Financial Statements.

Prior to the Merger, our Consolidated Financial Statements were prepared in accordance with U.S. generally accepted accounting principles on a "carve-out" basis from Legacy CCE's Consolidated Financial Statements using the historical results of operations, assets, and liabilities attributable to the legal entities that comprised CCE at the effective date of the Merger. These legal entities include all that were previously part of Legacy CCE's Europe operating segment, as well as Coca-Cola Enterprises (Canada) Bottling Finance Company. All significant intercompany accounts and transactions between the legal entities that comprise CCE were eliminated.

Prior to the Merger, our Consolidated Financial Statements also included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger (refer to Note 3 of the Notes to Consolidated Financial Statements).

Following the Merger, our Consolidated Financial Statements include all entities that we control by ownership of a majority voting interest, including the bottling operations in Norway and Sweden beginning with the fourth quarter of 2010. All significant intercompany accounts and transactions are eliminated in consolidation.

Our fiscal year ends on December 31. For interim quarterly reporting convenience, we report on the Friday closest to the end of the quarterly calendar period. There was one less selling day in 2011 versus 2010 and there were the same number of selling days in 2010 versus 2009 (based upon a standard five-day selling week).

Beginning in the first quarter of 2011, certain information technology-related expenses incurred in Europe that were previously reported in our Corporate segment are now reported in our Europe operating segment. These expenses totaled \$48 million, \$45 million, and \$52 million during 2011, 2010, and 2009, respectively. To provide comparability, we have recast our 2010 and 2009 segment reporting to reflect the movement of these expenses. The segment measurement change did not impact our consolidated operating income for any period. For additional information about this segment measurement change, refer to Note 14 of the Notes to Consolidated Financial Statements.

#### *Business*

We are a marketer, producer, and distributor of nonalcoholic beverages. We market, produce, and distribute our products to customers and consumers through licensed territory agreements in Belgium, continental France, Great Britain, Luxembourg, Monaco, the Netherlands, Norway, and Sweden. We operate in the highly competitive beverage industry and face strong competition from other general and specialty beverage companies. Our financial results, like those of other beverage companies, are affected by a number of factors, including, but not limited to, cost to manufacture and distribute products, general economic conditions,

consumer preferences, local and national laws and regulations, availability of raw materials, and weather patterns.

Sales of our products tend to be seasonal, with the second and third quarters accounting for higher unit sales of our products than the first and fourth quarters. In a typical year, we earn more than 60 percent of our annual operating income during the second and third quarters of the year. The seasonality of our sales volume combined with the accounting for fixed costs, such as depreciation, amortization, rent, and interest expense, impacts our results on a quarterly basis. Additionally, year-over-year shifts in holidays and selling days can impact our results on a quarterly basis.

#### *Relationship with TCCC*

We are a marketer, producer, and distributor principally of products of TCCC, with greater than 90 percent of our sales volume consisting of sales of TCCC products. Our license arrangements with TCCC are governed by product licensing agreements. From time to time, the terms and conditions of programs with TCCC are modified. Our financial results are greatly impacted by our relationship with TCCC. Our collaborative efforts with TCCC are necessary to (1) create and develop new brands and packages; (2) market our products in the most effective manner possible; and (3) find ways to maximize efficiency. For additional information about our transactions with TCCC, refer to Note 3 of the Notes to Consolidated Financial Statements.

#### *Executive Overview*

Our primary mission is to create sustained, value-building growth that drives shareowner value. To achieve this goal, we have set forth specific long-term objectives related to our financial performance.

These long-term objectives include the consistent delivery of:

- Four to six percent annual revenue growth;
- Six to eight percent operating income growth;
- High-single digit annual diluted earnings per common share growth; and
- Annual return on invested capital (ROIC) growth of at least 20 basis points.

During 2011, we achieved continued growth at or above our long-term objectives despite the challenges created by ongoing global macroeconomic weakness and economic uncertainty throughout our territories. In our first full year of operation as an exclusively western European bottler, we achieved 2011 results that demonstrate the sustained vitality of the markets in which we operate, the capability of our operating strategies, and our commitment to our primary goal of driving shareowner value. The following highlights our significant achievements in 2011:

- The sixth consecutive year of volume and profit growth in our Legacy CCE territories;
- Operating income growth of 17 percent on a comparable basis (for items impacting comparability, refer to the Financial Results discussion within this MD&A);
- Rated the leading consumer goods company in each of our four Legacy CCE territories by an independent survey of our customers, a first in our history;
- New product launches and packaging innovations such as the contour bottles for 1 1/2 and 2 liter PET (plastic) in France, POWERade Energy in Great Britain, and Monster in Sweden;
- The repurchase of \$800 million in shares under our share repurchase program; and
- An increase in our quarterly dividends from \$0.12 per share to \$0.13 per share.

#### *Strategic Priorities*

Our success in 2011 and the key to driving shareowner value in the future is maintaining focus on our vision ***to be the best beverage sales and customer service company***. At the core of our success is our Global Operating Framework that has created a clear, concise operating focus in our organization. This framework maximizes the benefits of three key strengths that distinguish us as a world-class, industry-leading organization prepared to consistently create value for the long term: outstanding brands, a clear, consistent operating focus that we term "the CCE way," and a talented, skilled work force committed to winning in the marketplace each day. To continue our progression toward our vision, we have set specific goals for 2012 to help facilitate the successful achievement of results that meet or exceed our long-term objectives.

One such goal for 2012 is to fully utilize our solid operating and marketing plans that are centered on key significant events,

including the London Olympics and the European soccer championships (Euro 2012). The Olympics are the centerpiece of our marketing plans for 2012, with supporting programs like the Olympic Torch relay early in the year and ongoing Olympic-related activity leading up to the Olympic Games and beyond. We are building on marketplace efforts that began in 2011 to support the Olympics, with excellent customer and consumer response. We also will leverage our partnership with Euro 2012 throughout our territories. These types of international events create significant opportunities to engage with consumers, and, to date, our customers have been very responsive to these efforts.

The London Olympics and Euro 2012 marketing activities supplement our long-standing programs that include music promotions and Coke with Food execution. Coke with Food is an ongoing effort which helps expand the overall footprint of our brands. These programs create a solid platform from which to engage consumers and continue to build our relationship with our customers.

During 2012, we also plan to focus on further strengthening our brand portfolio. We will continue to find ways to improve our position in each beverage category in which we compete by growing the value of our existing brands, while at the same time strategically enhancing our brand portfolio. Our core Red, Black, and Silver Coca-Cola trademark brands will continue to be the major driver of volume growth in 2012. We will work with The Coca-Cola Company to support a heightened focus on light core brands, including Diet Coke/Coca-Cola light and Coca-Cola Zero. Additional volume performance will be derived from a balance of growth in energy, stills, and other sparkling flavor brands as we continue to build our portfolio in all territories.

We plan to continue working to improve our category-leading customer service to make further progress towards becoming our customers' most valued supplier. A key element to ensuring customer satisfaction is to make certain that consumers are able to find the right products and packages in the right channels. We will introduce new packaging options next year that we believe will result in additional revenue opportunities by creating new price points and meeting expanding consumer needs.

We will strive to improve our service even further and continuously enhance our customer value creation model. In fact, we believe execution of our strategies will strengthen our supply chain, provide additional consumer insights, drive increasing effectiveness, and, ultimately, enhance day-to-day execution and customer service.

In 2012 we are also also initiating a project in Norway to restructure and optimize certain aspects of our operations. This project includes migrating our principal route to market from delivering our products directly to retailers to distributing our products to our customers' central warehouses. Additionally, we are transitioning from the production and sale of refillable bottles to the production and sale of recyclable, non-refillable bottles. These efforts are designed to gain further market share in Norway by improving our competitive position through increased packaging flexibility, improved variety and convenience for customers and consumers, and enhanced operational efficiency. This initiative will require approximately \$60 million in capital investments and \$50 million in nonrecurring restructuring charges.

All of our efforts are designed to enable us to reach our most important goal: creating enhanced value for our shareowners. We continue to see excellent opportunities ahead for growth and value creation. We operate in historically stable territories with strong appetites for consumer goods, despite the ongoing economic challenges of today. We believe we have the right operating strategies in place to seize opportunities and meet the demands of changing marketplace conditions.

### *Our Sustainability Plan*

A fundamental part of reaching our long-term objectives is our commitment to corporate responsibility and sustainability (CRS). We have embedded CRS in our business strategy as a key pillar of our operating framework, and we continue to invest across our territories to integrate our CRS principles into every part of our business. For example, during 2011 we earned the best-ever Carbon Trust Standard score for our energy reduction work, created a new venture in Great Britain to increase the availability and use of recycled PET (plastic), and successfully launched the PlantBottle in several of our territories. We face rising expectations to be a sustainable company from our customers, our consumers, and the communities where we operate.

We take this responsibility seriously, and our goal is to be the CRS leader within our industry. We want to meet and exceed these expectations, and, in 2011, we published a new Sustainability Plan: "Deliver for Today, Inspire for Tomorrow." Guided by our key stakeholders, this plan sets out commitments in seven focus areas, including energy and climate change, sustainable packaging and recycling, water stewardship, product portfolio, active healthy living, community, and workplace. The commitments are supported by 37 targets which we aim to achieve by the year 2020. We will publish progress against this plan in an annual Corporate Responsibility and Sustainability report and on our corporate website, [www.cokece.com](http://www.cokece.com).

## *Financial Results*

Our net income in 2011 was \$749 million, or \$2.29 per diluted common share, compared to net income of \$624 million, or \$1.83 per diluted common share, in 2010. In addition to the items noted previously regarding the preparation of our Consolidated Financial Statements prior to the Merger, the following items included in our reported results affected the comparability of our year-over-year financial results (the items listed below are based on defined terms and thresholds and represent all material items management considered for year-over-year comparability; amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment):

### 2011

- Charges totaling \$19 million related to restructuring activities;
- Net mark-to-market losses totaling \$3 million related to non-designated commodity hedges associated with underlying transactions that relate to a different reporting period;
- Charges totaling \$5 million related to post-Merger changes in certain underlying tax matters covered by our indemnification to TCCC for periods prior to the Merger; and
- A deferred tax benefit of \$53 million due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 2 percentage points, 1 percentage point retroactive to April 1, 2011, and 1 percentage point effective April 1, 2012.

### 2010

- Charges totaling \$14 million related to restructuring activities;
- Net mark-to-market losses totaling \$8 million related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period;
- Transaction-related costs totaling \$8 million; and
- A deferred tax benefit of \$25 million due to the enactment of a United Kingdom corporate income tax rate reduction of 1 percentage point effective April 1, 2011.

## *Financial Summary*

Our financial performance during 2011 was impacted by and reflects the following significant factors:

- Revenue growth driven by strong volume and successful marketplace execution;
- Volume growth for both our sparkling and still beverage portfolios, including strong performance of our Coca-Cola trademark brands;
- A higher cost of sales environment partially mitigated by the benefit of supplier agreements and hedging instruments which provided us with favorable prices for a portion of our commodity purchases;
- Benefits from our ongoing operating expense control efforts;
- Favorable currency exchange rate changes that increased operating income by approximately 8.0 percent; and
- An increase in our underlying effective tax rate due to the U.S. tax impact associated with repatriating to the U.S. a portion of our 2011 non-U.S. earnings in 2011.

## *Revenue*

During 2011, successful marketplace execution allowed us to deliver volume growth of 3.5 percent despite the impact of ongoing macroeconomic and marketplace challenges. This volume performance was driven by the continued success of our Coca-Cola trademark products, as well as volume growth in our still beverage portfolio. Our volume also benefited from increased sales of energy brands, such as Monster, Relentless, and POWERade Energy. Our price per case grew 2.0 percent during 2011, reflecting solid marketplace execution and moderate rate increases, partially offset by the impact of package mix shifts into lower-priced cans.

During 2012, we will continue to focus on strong execution and further developing our brand and package portfolio. We expect our volume results in 2012 to benefit from the marketing initiatives surrounding the 2012 London Olympics and the Euro 2012 soccer tournament. We also expect our volume in 2012 to benefit from further growth in our Coca-Cola trademark brands, including a heightened focus on light core brands such as Diet Coke/Coca-Cola light and Coca-Cola Zero. Additionally, we expect strong performance in our energy, stills, and other sparkling flavor brand categories in 2012.

During 2012, we expect our net operating revenues and price per case to increase as a result of the recently increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) in France, since we expect substantially all of the additional cost to be borne by our customers in the form of higher prices. This is likely to result in a significant increase in retail prices for beverage products impacted by the tax.

#### *Cost of Sales*

Our 2011 bottle and can ingredient and packaging costs per case increased 3.0 percent. This increase reflects the higher cost of sales environment, partially mitigated by the benefit of supplier agreements and hedging instruments which provided us with favorable prices for a portion of our commodity purchases. We expect the cost environment to remain challenging in 2012; however, we will work to continue to limit our exposure to significant volatility in commodity costs through our supplier agreements and other hedging strategies.

In December 2011, France's Constitutional Council approved an increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) that equates to a 7.16 euro cents per liter increase from 0.54 euro cents per liter to 7.70 euro cents per liter. This tax, which was effective as of January 1, 2012, was part of a broader austerity package aimed at raising funds for the French government. The additional tax applies to virtually all of the beverage products we sell in France and is expected to increase our consolidated cost of sales in 2012 by approximately 4.0 percent.

#### *Operating Expenses*

Our operating expenses increased 19.5 percent from 2010 to 2011. This increase was primarily driven by (1) incremental expenses related to the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010 and (2) unfavorable currency exchange rate changes. These increases were offset partially by a reduction in Corporate expenses due, in part, to the allocation of Merger-related transactions costs in 2010, and the benefit of ongoing operating expense control initiatives throughout our organization.

During 2011, we remained focused on reducing controllable operating expenses through initiatives such as ownership cost management (OCM) and improved effectiveness and efficiency. We will continue to build on the principles of OCM, and expect these, and other initiatives, to allow us to continue to limit the growth of our underlying operating expenses during 2012.

#### **Operations Review**

The following table summarizes our Consolidated Statements of Operations as a percentage of net operating revenues for the periods presented:

	2011	2010	2009
Net operating revenues	100.0%	100.0%	100.0%
Cost of sales	63.4	63.1	63.1
Gross profit	36.6	36.9	36.9
Selling, delivery, and administrative expenses	24.1	24.9	24.5
Operating income	12.5	12.0	12.4
Interest expense, net	1.1	0.9	1.3
Other nonoperating (expense) income, net	—	—	0.1
Income before income taxes	11.4	11.1	11.2
Income tax expense	2.4	1.8	2.3
Net income	9.0%	9.3%	8.9%

The following table summarizes our operating income by segment for the periods presented, as adjusted to reflect our segment measurement change (in millions; percentages rounded to the nearest 0.5 percent):

	2011		2010 <sup>(A)</sup>		2009 <sup>(A)</sup>	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
Europe	\$ 1,195	115.5%	\$ 994	122.5%	\$ 911	113.0%
Corporate	(162)	(15.5)	(184)	(22.5)	(106)	(13.0)
Consolidated	\$ 1,033	100.0%	\$ 810	100.0%	\$ 805	100.0%

<sup>(A)</sup> Beginning in the first quarter of 2011, certain information technology-related expenses incurred in Europe that were previously reported in our Corporate segment are now reported in our Europe operating segment. These expenses totaled \$48 million, \$45 million, and \$52 million during 2011, 2010, and 2009, respectively. To provide comparability, we have recast our 2010 and 2009 segment reporting to reflect the movement of these expenses. The segment measurement change did not impact our consolidated operating income for any period. For additional information about this segment measurement change, refer to Note 14 of the Notes to Consolidated Financial Statements.

#### 2011 Versus 2010

During 2011, our operating income increased \$223 million, or 27.5 percent, to \$1.0 billion from \$810 million in 2010. The following table summarizes the significant components of the change in our 2011 operating income (in millions; percentages rounded to the nearest 0.5 percent):

	Amount	Change Percent of Total
<b>Changes in operating income:</b>		
Impact of bottle and can price-mix on gross profit	\$ 158	19.5%
Impact of bottle and can cost-mix on gross profit	(145)	(18.0)
Impact of bottle and can volume on gross profit	86	10.5
Impact of bottle and can selling day shift on gross profit	(7)	(1.0)
Impact of post-mix, non-trade, and other on gross profit	8	1.0
Impact of acquired bottlers in Norway and Sweden	69	8.5
Other selling, delivery, and administrative expenses	(170)	(21.0)
Net impact of allocated expenses from Legacy CCE	160	20.0
Net mark-to-market gains related to non-designated commodity hedges	5	0.5
Net impact of restructuring charges <sup>(A)</sup>	(14)	(1.5)
Impact of Tax Sharing Agreement indemnification changes	(5)	(0.5)
Net impact of transaction-related costs	8	1.0
Currency exchange rate changes	68	8.0
Other changes	2	0.5
Change in operating income	\$ 223	27.5%

<sup>(A)</sup> Amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment. Amounts do not include costs recorded by Legacy CCE's corporate segment that were specifically incurred on behalf of Legacy CCE's Europe operating segment or allocated to CCE. Those amounts are included in the "net impact of allocated expenses from Legacy CCE" line in the table above. For additional information about our restructuring activities, refer to Note 15 of the Notes to Consolidated Financial Statements.

## 2010 Versus 2009

During 2010, our operating income increased \$5 million, or 0.5 percent, to \$810 million from \$805 million in 2009. The following table summarizes the significant components of the change in our 2010 operating income (in millions; percentages rounded to the nearest 0.5 percent):

	Amount	Change Percent of Total
<b>Changes in operating income:</b>		
Impact of bottle and can price-mix on gross profit	\$ 42	5.0%
Impact of bottle and can cost-mix on gross profit	(18)	(2.0)
Impact of bottle and can volume on gross profit	94	11.5
Impact of post-mix, non-trade, and other on gross profit	(3)	(0.5)
Impact of acquired bottlers in Norway and Sweden	6	0.5
Other selling, delivery, and administrative expenses	(52)	(6.5)
Net impact of allocated expenses from Legacy CCE	8	1.0
Net mark-to-market losses related to non-designated commodity hedges	(18)	(2.0)
Net impact of restructuring charges <sup>(A)</sup>	2	0.5
Net impact of transaction-related costs	(8)	(1.0)
Currency exchange rate changes	(49)	(6.0)
Other changes	1	—
Change in operating income	<u>\$ 5</u>	<u>0.5%</u>

<sup>(A)</sup> Amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment. Amounts do not include costs recorded by Legacy CCE's corporate segment that were specifically incurred on behalf of Legacy CCE's Europe operating segment or allocated to CCE. Those amounts are included in the "net impact of allocated expenses from Legacy CCE" line in the table above. For additional information about our restructuring activities, refer to Note 15 of the Notes to Consolidated Financial Statements.

## Net Operating Revenues

### 2011 Versus 2010

Net operating revenues increased 23.5 percent in 2011 to \$8.3 billion from \$6.7 billion in 2010. This change includes an 11.0 percent increase due to incremental revenues from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010 (which includes the impact of Norway's excise taxes recorded on a gross basis), and a 6.5 percent increase due to favorable currency exchange rate changes. Our revenues reflect the benefit of 3.5 percent volume growth and pricing per case growth of 2.0 percent. The continued success of our Coca-Cola trademark products, along with successful marketplace execution and growth in our energy brands and water portfolio, were the primary drivers of our 2011 volume performance.

Net operating revenues per case increased 12.5 percent in 2011 versus 2010. The following table summarizes the significant components of the change in our 2011 net operating revenues per case (rounded to the nearest 0.5 percent and based on wholesale physical case volume):

<b>Changes in net operating revenues per case:</b>	
Bottle and can net price per case	2.0%
Impact of acquired bottlers in Norway and Sweden	4.0
Bottle and can currency exchange rate changes	6.0
Post-mix, non-trade, and other	0.5
Change in net operating revenues per case	<u>12.5%</u>

Our bottle and can sales accounted for approximately 93 percent of our total net operating revenues during 2011. Bottle and can net price per case is based on the invoice price charged to customers reduced by promotional allowances and is impacted by the

price charged per package or brand, the volume generated in each package or brand, and the channels in which those packages or brands are sold. To the extent we are able to increase volume in higher-margin packages or brands that are sold through higher-margin channels, our bottle and can net pricing per case will increase without an actual increase in wholesale pricing. During 2011, our bottle and can net price per case reflects successful marketplace execution and moderate rate increases, partially offset by the impact of package mix shifts into lower-priced cans.

We participate in various programs and arrangements with customers designed to increase the sale of our products by these customers. The costs of all these various programs, included as a reduction in net operating revenues, totaled \$1.0 billion and \$0.9 billion in 2011 and 2010, respectively. These amounts included net customer marketing accrual reductions related to estimates for prior year programs of \$21 million and \$1 million in 2011 and 2010, respectively.

In addition to our normal pricing activities, we expect our net operating revenues and price per case to increase during 2012 as a result of the recently increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) in France, since we expect substantially all of the additional cost to be borne by our customers in the form of higher prices. This is likely to result in a significant increase in retail prices for beverage products impacted by the tax.

#### *2010 Versus 2009*

Net operating revenues increased 3.0 percent in 2010 to \$6.7 billion from \$6.5 billion in 2009. This change included a 3.5 percent increase due to incremental revenues from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010, offset by a 4.5 percent reduction due to currency exchange rate changes. Our revenues reflected the benefit of strong volume growth of 4.0 percent and pricing per case growth of 1.0 percent (both on a constant territory basis). Solid marketplace execution and the continued success of our Red, Black, and Silver Coca-Cola trademark brand initiative were the primary drivers of our 2010 volume performance. Our volume also benefited from the addition of several products during 2010, including Capri-Sun products in Belgium and the Netherlands, and Ocean Spray products in France.

Net operating revenues per case decreased 3.0 percent in 2010 versus 2009. The following table summarizes the significant components of the change in our 2010 net operating revenues per case (rounded to the nearest 0.5 percent and based on wholesale physical case volume):

<b>Changes in net operating revenues per case:</b>	
Bottle and can net price per case	1.0 %
Impact of acquired bottlers in Norway and Sweden	1.5
Bottle and can currency exchange rate changes	(4.0)
Post-mix, non-trade, and other	(1.5)
Change in net operating revenues per case	<u>(3.0)%</u>

During 2010, our bottle and can net price per case growth was impacted by package mix shifts into lower-priced cans and planned promotional activity, particularly in Great Britain and France.

The costs of various customer programs and arrangements designed to increase the sale of our products by these customers totaled \$0.9 billion and \$0.8 billion in 2010 and 2009, respectively. These amounts included net customer marketing accrual reductions related to estimates for prior year programs of \$1 million and \$12 million in 2010 and 2009, respectively.

#### **Volume**

##### *2011 Versus 2010*

The following table summarizes the change in our 2011 bottle and can volume versus 2010, as adjusted to reflect the impact of one less selling day in 2011 versus 2010 and the impact of the acquired bottling operations in Norway and Sweden as if they were acquired on January 1, 2010 (rounded to the nearest 0.5 percent):

Change in volume	3.0%
Impact of selling day shift <sup>(A)</sup>	0.5
Change in volume, adjusted for selling day shift	<u>3.5%</u>

<sup>(A)</sup> Represents the impact of changes in selling days between periods (based upon a standard five-day selling week).



## Brands

The following table summarizes our 2011 bottle and can volume by major brand category, as adjusted to reflect the impact of one less selling day in 2011 versus 2010 and the impact of the acquired bottling operations in Norway and Sweden as if they were acquired on January 1, 2010 (rounded to the nearest 0.5 percent):

	<u>Change</u>	<u>2011 Percent of Total</u>	<u>2010 Percent of Total</u>
Coca-Cola trademark	3.5%	68.5%	68.5%
Sparkling flavors and energy	4.0	18.0	18.0
Juices, isotonics, and other	3.0	10.5	10.5
Water	3.0	3.0	3.0
Total	3.5%	100.0%	100.0%

We achieved volume growth of 3.5 percent during 2011. Our volume performance reflects growth in both sparkling and still beverages, which grew 3.5 percent and 3.0 percent, respectively. The continued success of our Coca-Cola trademark products, along with successful marketplace execution and growth in our energy brands and water portfolio, were the primary drivers of our 2011 volume performance. Our volume also benefited from increased sales of other sparkling flavors such as Dr Pepper and Sprite, as well as increased sales of our energy drinks, including Monster, Relentless, and POWERade Energy. In 2012, we will continue to focus on our Coca-Cola trademark brands, with promotions built around the 2012 London Olympics and the Euro 2012 soccer tournament. We will also continue to increase our packaging options in order to create additional price points and meet expanding customer needs, such as the introduction of the 375 ML PET (plastic) bottle for immediate consumption. In addition, we plan to increase support of our light core brands, including Diet Coke/Coca-Cola light and Coca-Cola Zero.

During 2011, our Coca-Cola trademark products volume increased 3.5 percent. This increase was driven by volume gains of 3.0 percent for Coca-Cola and 16.5 percent for Coca-Cola Zero, offset by a 1.5 percent decline in Diet Coke/Coca-Cola light. Our sparkling flavors and energy volume increased 4.0 percent during 2011, reflecting higher sales of Dr Pepper and Schweppes products, as well as a greater than 40.0 percent volume increase in our energy brands, including Monster, Relentless, and POWERade Energy. Juices, isotonics, and other volume increased 3.0 percent, reflecting a significant increase in sales of Capri-Sun products, which were introduced in Belgium and the Netherlands in early 2010. The increase was also driven by significant volume gains for Ocean Spray, glacéau vitaminwater, POWERade, and Nestea products, partially offset by declines in Minute Maid and Oasis brands. Sales volume of our water brands increased 3.0 percent in 2011, reflecting increased sales of Schweppes Abbey Well and Chaudfontaine mineral water.

Both continental Europe and Great Britain experienced volume growth during 2011, with sales volume increasing 4.5 percent and 2.5 percent, respectively. Continental Europe's performance reflects a 4.0 percent increase in the sales of Coca-Cola trademark products and a 5.0 percent increase in other sparkling flavors and energy drinks such as Sprite, Dr Pepper, and Monster. Additionally, continental Europe experienced an 11.0 percent increase in the sale of juices, isotonics, and other products, driven by increased sales of Capri-Sun, Ocean Spray, and POWERade brands. In Great Britain, our volume performance was driven by a 2.5 percent increase in the sale of Coca-Cola trademark products and a 5.0 percent increase in other sparkling flavors and energy, offset partially by a decline in juices, isotonics, and other of 3.0 percent as a result of declined sales of Capri-Sun and Oasis. Great Britain's water portfolio also experienced a volume decline of 1.5 percent, primarily as a result of the discontinuation of Malvern water, offset partially by increased sales of Schweppes Abbey Well.

### Consumption

The following table summarizes the 2011 change in volume by consumption type, as adjusted to reflect the impact of one less selling day in 2011 versus 2010 and the impact of the acquired bottling operations in Norway and Sweden as if they were acquired on January 1, 2010 (rounded to the nearest 0.5 percent):

	Change	2011 Percent of Total	2010 Percent of Total
Multi-serve <sup>(A)</sup>	4.0%	57.5%	57.0%
Single-serve <sup>(B)</sup>	2.5	42.5	43.0
Total	3.5%	100.0%	100.0%

<sup>(A)</sup> Multi-serve packages include containers that are typically greater than one liter, purchased by consumers in multi-packs in take-home channels at ambient temperatures, and are intended for consumption in the future.

<sup>(B)</sup> Single-serve packages include containers that are typically one liter or less, purchased by consumers as a single bottle or can in cold drink channels at chilled temperatures, and intended for consumption shortly after purchase.

### Packages

Our products are available in a variety of package types and sizes (single-serve and multi-serve) including, but not limited to, aluminum and steel cans, glass, aluminum and PET (plastic) bottles, pouches, and bag-in-box for fountain use. The following table summarizes our volume results by major package category during 2011, as adjusted to reflect the impact of one less selling day in 2011 versus 2010 and the impact of the acquired bottling operations in Norway and Sweden as if they were acquired on January 1, 2010 (rounded to the nearest 0.5 percent):

	Change	2011 Percent of Total	2010 Percent of Total
PET (plastic)	1.5%	45.0%	45.5%
Cans	6.0	40.0	39.0
Glass and other	3.5	15.0	15.5
Total	3.5%	100.0%	100.0%

### *2010 Versus 2009*

The following table summarizes the change in our 2010 bottle and can volume versus 2009 (on a constant territory basis; selling days were the same in 2010 and 2009; rounded to the nearest 0.5 percent):

Change in volume	6.0%
Impact of acquired bottlers in Norway and Sweden	(2.0)
Change in volume, excluding acquisition	4.0%

### Brands

The following table summarizes our 2010 bottle and can volume by major brand category (on a constant territory basis; selling days were the same in 2010 and 2009; rounded to the nearest 0.5 percent):

	Change	2010 Percent of Total	2009 Percent of Total
Coca-Cola trademark	3.0%	69.0%	69.5%
Sparkling flavors and energy	3.0	17.5	18.0
Juices, isotonics, and other	14.0	10.5	9.5
Water	—	3.0	3.0
Total	4.0%	100.0%	100.0%

On a constant territory basis, we achieved volume growth of 4.0 percent during 2010. Our volume performance reflected growth in both sparkling beverages and still beverages, which grew 3.0 percent and 10.5 percent, respectively. Solid marketplace execution and the continued success of our Red, Black, and Silver Coca-Cola trademark brand initiative were the primary drivers of our 2010 volume performance. Our volume also benefited from the expanded distribution of Capri-Sun products in Belgium and the Netherlands, and Ocean Spray products in France.

Our Coca-Cola trademark products volume increased 3.0 percent during 2010. This increase was driven by volume gains for each of our Red, Black, and Silver Coca-Cola trademark brands, Coca-Cola, Coca-Cola Zero, and Diet Coke/Coca-Cola light. Our sparkling flavors and energy volume increased 3.0 percent during 2010, reflecting higher sales of Sprite, Dr Pepper, Fanta, and Schweppes products. Our energy drink category benefited from the first full year of our distribution of Monster Energy drinks across all of our Legacy CCE European territories in 2010. Juices, isotonics, and other volume increased 14.0 percent. This performance reflected a significant increase in sales of Capri-Sun products, which were introduced in Belgium and the Netherlands in early 2010. The increase was also driven by significant volume gains for glacéau vitaminwater, POWERade, and Nestea products, offset partially by a decline in sales of Fanta, Minute Maid, and Oasis products. Sales volume of our water brands remained flat in 2010, reflecting increased sales of Chaudfontaine mineral water, offset by lower sales of Schweppes Abbey Well versus strong introductory volume in 2009.

Both continental Europe and Great Britain experienced volume growth during 2010, with sales volume increasing 6.0 percent and 1.5 percent, respectively. Continental Europe's performance reflected a 4.0 percent increase in sales volume for Coca-Cola trademark products, and a 34.0 percent increase in the sale of juices, isotonics, and other products. This increase was driven by increased sales of glacéau vitaminwater, POWERade, and Nestea products, and the introduction of Capri-Sun products in Belgium and the Netherlands in early 2010. In Great Britain, our volume performance in 2010 was driven by a 1.5 percent increase in the sale of Coca-Cola trademark products. Great Britain's growth also reflected a 2.0 percent increase in the sale of both sparkling flavors and energy products, and a 2.0 percent increase in the sale of juices, isotonics, and other products.

### Consumption

The following table summarizes the 2010 change in volume by consumption type (on a constant territory basis; selling days were the same in 2010 and 2009; rounded to the nearest 0.5 percent):

	Change	2010 Percent of Total	2009 Percent of Total
Multi-serve <sup>(A)</sup>	6.5%	60.0%	59.0%
Single-serve <sup>(B)</sup>	0.5	40.0	41.0
Total	4.0%	100.0%	100.0%

(A) Multi-serve packages include containers that are typically greater than one liter, purchased by consumers in multi-packs in take-home channels at ambient temperatures, and are consumed in the future.

(B) Single-serve packages include containers that are typically one liter or less, purchased by consumers as a single bottle or can in cold drink channels at chilled temperatures, and consumed shortly after purchase.

### Packages

The following table summarizes our volume results by major package category during 2010 (on a constant territory basis; selling days were the same in 2010 and 2009; rounded to the nearest 0.5 percent):

	Change	2010 Percent of Total	2009 Percent of Total
PET (plastic)	1.0%	44.0%	45.0%
Cans	6.0	40.0	39.5
Glass and other	9.0	16.0	15.5
Total	4.0%	100.0%	100.0%

## Cost of Sales

### *2011 Versus 2010*

Cost of sales increased 24.0 percent in 2011 to \$5.3 billion. This change includes an 11.0 percent increase due to incremental costs from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010 (which includes the impact of Norway's excise taxes recorded on a gross basis), and a 6.5 percent decrease due to currency exchange rate changes. Cost of sales per case increased 13.0 percent in 2011 versus 2010. The following table summarizes the significant components of the change in our 2011 cost of sales per case (rounded to the nearest 0.5 percent and based on wholesale physical case volume):

<b>Changes in cost of sales per case:</b>	
Bottle and can ingredient and packaging costs	3.0%
Impact of acquired bottlers in Norway and Sweden	4.0
Bottle and can currency exchange rate changes	6.0
<b>Change in cost of sales per case</b>	<b>13.0%</b>

The increase in bottle and can ingredient and packaging costs reflects an increase in the current cost environment for certain of our raw materials, partially mitigated by the benefit of supplier agreements and hedging instruments, which provided us with favorable prices for a portion of our commodity purchases. We expect the cost environment to remain challenging in 2012; however, we will continue to manage our exposure to significant volatility in commodity costs through the use of supplier agreements and hedging instruments. Additionally, we expect our 2012 cost of sales per case to increase as a result of the recently increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) in France that became effective on January 1, 2012.

### *2010 Versus 2009*

Cost of sales increased 3.0 percent in 2010 to \$4.2 billion. This change included a 3.5 percent increase due to incremental costs from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010, offset by a 4.5 percent reduction due to currency exchange rate changes. Cost of sales per case decreased 3.5 percent in 2010 versus 2009. The following table summarizes the significant components of the change in our 2010 cost of sales per case (rounded to the nearest 0.5 percent and based on wholesale physical case volume):

<b>Changes in cost of sales per case:</b>	
Bottle and can ingredient and packaging costs	0.5 %
Impact of acquired bottlers in Norway and Sweden	1.5
Bottle and can currency exchange rate changes	(4.5)
Costs related to post-mix, non-trade, and other	(1.0)
<b>Change in cost of sales per case</b>	<b>(3.5)%</b>

## Selling, Delivery, and Administrative Expenses

### 2011 Versus 2010

Selling, delivery, and administrative (SD&A) expenses increased 19.5 percent to \$2.0 billion in 2011 from \$1.7 billion in 2010. This change includes a 13.0 percent increase due to incremental expenses from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010, and a 5.5 percent increase due to currency exchange rate changes. The following table summarizes the significant components of the change in our 2011 SD&A expenses (in millions; percentages rounded to the nearest 0.5 percent):

	Amount	Change Percent of Total
<b>Changes in SD&amp;A expenses:</b>		
General and administrative expenses	\$ 152	9.0%
Selling and marketing expenses	14	1.0
Delivery and merchandising expenses	(8)	(0.5)
Warehousing expenses	6	0.5
Depreciation and amortization	4	—
Impact of acquired bottlers in Norway and Sweden	215	13.0
Net impact of allocated expenses from Legacy CCE	(160)	(9.5)
Net mark-to-market losses related to non-designated commodity hedges	(1)	—
Net impact of restructuring charges <sup>(A)</sup>	14	1.0
Impact of Tax Sharing Agreement indemnification changes	5	—
Net impact of transaction-related costs	(8)	(0.5)
Currency exchange rate changes	92	5.5
Other changes	2	—
<b>Change in SD&amp;A expenses</b>	<b>\$ 327</b>	<b>19.5%</b>

<sup>(A)</sup> Amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment. Amounts do not include costs recorded by Legacy CCE's corporate segment that were specifically incurred on behalf of Legacy CCE's Europe operating segment or allocated to CCE. Those amounts are included in the "net impact of allocated expenses from Legacy CCE" line in the table above. For additional information about our restructuring activities, refer to Note 15 of the Notes to Consolidated Financial Statements.

SD&A expenses as a percentage of net operating revenues were 24.1 percent and 24.9 percent in 2011 and 2010, respectively. Our SD&A expenses in 2011 reflect the impact of (1) additional expenses totaling \$215 million related to the acquired bottlers in Norway and Sweden, and (2) unfavorable currency exchange rate changes totaling \$92 million. These increases were offset partially by a reduction in corporate expenses due, in part, to the allocation of Merger-related transaction costs in 2010, and the benefit of ongoing operating expense control initiatives throughout our organization.

## 2010 Versus 2009

SD&A expenses increased 4.5 percent to \$1.7 billion in 2010 from \$1.6 billion in 2009. This change included a 4.5 percent increase due to incremental expenses from the bottling operations in Norway and Sweden acquired during the fourth quarter of 2010, offset by a 3.5 percent reduction due to currency exchange rate changes. The following table summarizes the significant components of the change in our 2010 SD&A expenses (in millions; percentages rounded to the nearest 0.5 percent):

	Amount	Change Percent of Total
<b>Changes in SD&amp;A expenses:</b>		
General and administrative expenses	\$ 48	3.0%
Delivery and merchandise expenses	11	1.0
Warehousing expenses	6	0.5
Selling and marketing expenses	(7)	(0.5)
Depreciation and amortization	(8)	(0.5)
Impact of acquired bottlers in Norway and Sweden	75	4.5
Net impact of allocated expenses from Legacy CCE	(8)	(0.5)
Net impact of restructuring charges <sup>(A)</sup>	(2)	—
Transaction-related costs	8	0.5
Currency exchange rate changes	(54)	(3.5)
Other expenses	2	—
<b>Change in SD&amp;A expenses</b>	<b>\$ 71</b>	<b>4.5%</b>

<sup>(A)</sup> Amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment. Amounts do not include costs recorded by Legacy CCE's corporate segment that were specifically incurred on behalf of Legacy CCE's Europe operating segment or allocated to CCE. Those amounts are included in the "net impact of allocated expenses from Legacy CCE" line in the table above. For additional information about our restructuring activities, refer to Note 15 of the Notes to Consolidated Financial Statements.

SD&A expenses as a percentage of net operating revenues were 24.9 percent and 24.5 percent in 2010 and 2009, respectively. Our SD&A expenses in 2010 reflected the impact of (1) additional expenses totaling \$75 million related to the acquired bottlers in Norway and Sweden during the fourth quarter of 2010, and (2) a net year-over-year increase in corporate expenses due to the allocation of Merger-related transaction costs in 2010 and the inclusion of our actual corporate expenses on a stand-alone basis beginning in the fourth quarter of 2010 versus an allocation of corporate expenses from Legacy CCE prior to the Merger. These increases were offset by currency exchange rate changes and the ongoing benefit of operating expense control initiatives, which resulted in our underlying operating expenses remaining flat year-over-year.

### Interest Expense, Net

Interest expense, net—third party totaled \$85 million, \$30 million, and \$24 million in 2011, 2010, and 2009, respectively. Interest expense, net—Coca-Cola Enterprises Inc. totaled \$33 million and \$59 million in 2010 and 2009, respectively. The following tables summarize the primary items that impacted our interest expense in 2011, 2010, and 2009 (\$ in millions):

#### Third-party debt

	2011	2010	2009
Average outstanding debt balance	\$ 2,759	\$ 1,187	\$ 866
Weighted average cost of debt	2.9%	2.3%	2.4%
Fixed-rate debt (% of portfolio)	97%	94%	28%
Floating-rate debt (% of portfolio)	3%	6%	72%

## Amounts due to Coca-Cola Enterprises Inc.

	2011	2010 <sup>(A)</sup>	2009
Average outstanding debt balance	n/a	\$ 749	\$ 1,283
Weighted average cost of debt	n/a	5.5%	5.3%
Fixed-rate debt (% of portfolio)	n/a	n/a	100%

<sup>(A)</sup> To facilitate the Merger, all of these loans were settled during the third quarter of 2010.

### Other Nonoperating (Expense) Income, Net

Other nonoperating expense, net totaled \$3 million and \$1 million in 2011 and 2010, respectively. Other nonoperating income, net totaled \$5 million in 2009. Our other nonoperating (expense) income, net principally includes gains and losses on transactions denominated in a currency other than the functional currency of a particular legal entity.

### Income Tax Expense

In 2011, our effective tax rate was 21.0 percent. This rate includes a deferred tax benefit of \$53 million (approximately 6 percentage point decrease in the effective tax rate) due to the enactment of a United Kingdom corporate income tax rate reduction of 2 percentage points, 1 percentage point retroactive to April 1, 2011, and 1 percentage point effective April 1, 2012. Our 2011 effective tax rate also reflects the U.S. tax impact associated with repatriating to the U.S. \$450 million of our 2011 non-U.S. earnings. We expect our underlying effective tax rate in 2012 to be approximately 26.0 percent to 28.0 percent.

In 2010, our effective tax rate was 16.0 percent. This rate included a deferred tax benefit of \$25 million (approximately 4 percentage point decrease in the effective tax rate) due to the enactment of a United Kingdom corporate income tax rate reduction of 1 percent effective April 1, 2011.

In 2009, our effective tax rate was 21.0 percent. This rate included a \$9 million (approximately a 1 percentage point increase in the effective tax rate) income tax expense primarily due to a tax law change in France.

### Cash Flow and Liquidity Review

#### *Liquidity and Capital Resources*

Our sources of capital include, but are not limited to, cash flows from operations, public and private issuances of debt and equity securities, and bank borrowings. We believe that our operating cash flow, cash on hand, and available short-term and long-term capital resources are sufficient to fund our working capital requirements, scheduled debt payments, interest payments, capital expenditures, benefit plan contributions, income tax obligations, dividends to our shareowners, any contemplated acquisitions, and share repurchases for the foreseeable future.

We have amounts available to us for borrowing under a \$1 billion multi-currency credit facility with a syndicate of eight banks. This credit facility serves as a backstop to our commercial paper program, supports our working capital needs, and matures in 2014. At December 31, 2011, our availability under this credit facility was \$1 billion. Based on information currently available to us, we have no indication that the financial institutions syndicated under this facility would be unable to fulfill their commitments to us as of the date of the filing of this report.

We satisfy seasonal working capital needs and other financing requirements with operating cash flow, cash on hand, short-term borrowings under our commercial paper program, bank borrowings, and our line of credit. At December 31, 2011, we had \$16 million in debt maturities in the next 12 months. We plan to repay our short-term obligations with operating cash flow and cash on hand.

During 2011, we repurchased \$800 million in outstanding shares under our share repurchase program. Since the inception of this program in the fourth quarter of 2010 we have repurchased a cumulative \$1 billion in outstanding shares, representing 37.9 million shares at an average price of \$26.35 per share. In September 2011, our Board of Directors approved a resolution to authorize additional share repurchases for an aggregate purchase price of not more than \$1 billion. These repurchases will be in addition to those authorized under the October 2010 resolution and are subject to the cumulative 65 million share repurchase limit. We currently expect to purchase at least \$500 million in outstanding shares during 2012 under this program. Our share repurchase plan may be adjusted depending on economic, operating, or other factors, including acquisition opportunities. For additional information about our share repurchase program, refer to Note 16 of the Notes to Consolidated Financial Statements.

In December 2011, we repatriated to the U.S. \$450 million of our 2011 non-U.S. earnings for the payment of dividends, share repurchases, interest on U.S.-issued debt, salaries for U.S.-based employees, and other corporate-level operations in the U.S. Our historical non-U.S. earnings, including our 2011 non-U.S. earnings that were not repatriated in 2011, will continue to remain permanently reinvested, and, if we do not generate sufficient current year non-U.S. earnings to repatriate to the U.S. in any future given year, we expect to have adequate access to capital in the U.S. to allow us to satisfy our U.S.-based cash flow needs in that year. Therefore, historical non-U.S. earnings and future non-U.S. earnings that are not repatriated to the U.S. will remain permanently reinvested and will be used to service our non-U.S. operations, non-U.S. debt, and to fund future acquisitions. During 2012, we currently expect to repatriate a portion of our 2012 non-U.S. earnings to satisfy our 2012 U.S.-based cash flow needs. The amount to be repatriated to the U.S. will depend on, among other things, our actual 2012 non-U.S. earnings and our actual 2012 U.S.-based cash flow needs. As a result of the repatriation of non-U.S. earnings, our 2011 taxes and future taxes will increase relative to our historical taxes. For additional information about repatriation of non-U.S. earnings, refer to Note 10 of the Notes to Consolidated Financial Statements.

At December 31, 2011, \$274 million of the cash and cash equivalents recorded on our Consolidated Balance Sheets were held by consolidated entities that are located outside of the U.S. We continually assess the counterparties and instruments we use to hold our cash and cash equivalents, with a focus on preservation of capital and liquidity. Based on information currently available, we do not believe that we are at significant risk of default by our counterparties.

During 2011, we made \$162 million in dividend payments. In February 2012, our Board of Directors approved a 23 percent increase in our quarterly dividend from \$0.13 per share to \$0.16 per share, beginning in the first quarter of 2012. As a result, we expect our cash paid for dividends to increase approximately \$25 million in 2012 compared to 2011.

#### *Credit Ratings and Covenants*

Our credit ratings are periodically reviewed by rating agencies. Currently, our long-term ratings from Moody's, Standard & Poor's (S&P), and Fitch are A3, BBB+, and BBB+, respectively. Our ratings outlook from Moody's, S&P, and Fitch are stable. Changes in our operating results, cash flows, or financial position could impact the ratings assigned by the various rating agencies. Our debt rating can be materially influenced by a number of factors including, but not limited to, acquisitions, investment decisions, and capital management activities of TCCC and/or changes in the debt rating of TCCC. Should our credit ratings be adjusted downward, we may incur higher costs to borrow, which could have a material impact on our financial condition and results of operations.

Our credit facility and outstanding third-party notes contain various provisions that, among other things, require us to limit the incurrence of certain liens or encumbrances in excess of defined amounts. Additionally, our credit facility requires that our net debt to total capital ratio does not exceed a defined amount. We were in compliance with these requirements as of December 31, 2011. These requirements currently are not, nor is it anticipated that they will become, restrictive to our liquidity or capital resources.

#### **Summary of Cash Activities**

##### *2011*

During 2011, our primary sources of cash included (1) proceeds of \$900 million from the issuances of third-party debt; (2) net cash derived from operating activities of \$862 million; and (3) the receipt of \$71 million from TCCC for the settlement of items related to the Merger. Our primary uses of cash were (1) the repurchase of \$800 million of shares under our share repurchase program; (2) capital asset investments totaling \$376 million; (3) dividend payments on common stock of \$162 million; (4) net payments on commercial paper of \$145 million; and (5) pension benefit plan contributions of \$68 million.

##### *2010*

During 2010, our primary sources of cash included (1) proceeds of \$1.9 billion from the issuances of third-party debt; (2) net cash derived from operating activities of \$825 million; and (3) the repayment of outstanding loans from Legacy CCE of \$351 million. Our primary uses of cash were (1) the payment of outstanding loans to Legacy CCE of \$1 billion; (2) payments to TCCC of \$799 million, net of cash acquired, to fund the acquisition of the bottling operations in Norway and Sweden; (3) repayment of outstanding third-party debt of \$459 million; (4) capital asset investments totaling \$291 million; (5) net cash contributions to Legacy CCE of \$291 million in connection with activities necessary to facilitate the Merger; (6) pension benefit plan contributions of \$116 million; and (7) the repurchase of \$200 million of shares under our share repurchase program.

##### *2009*

During 2009, our primary sources of cash included (1) net cash derived from operating activities of \$827 million; and (2) proceeds of \$172 million from the issuances of third-party debt. Our primary uses of cash were (1) net payments of \$307 million on amounts



due to Legacy CCE; (2) capital asset investments of \$250 million; (3) payments on third-party debt of \$122 million; (4) pension benefit plan contributions of \$87 million; and (5) net payments on commercial paper of \$79 million.

## Operating Activities

### *2011 Versus 2010*

Our net cash derived from operating activities totaled \$862 million in 2011 versus \$825 million in 2010. This change reflects improved operating performance during 2011, offset partially by negative year-over-year working capital changes. For additional information about other changes in our assets and liabilities, refer to our Financial Position discussion below.

### *2010 Versus 2009*

Our net cash derived from operating activities totaled \$825 million in 2010 versus \$827 million in 2009. This change reflects improved operating performance during 2010 offset by increased pension contributions. For additional information about other changes in our assets and liabilities, refer to our Financial Position discussion below.

## Investing Activities

Capital asset investments represent a principal use of cash for our investing activities. The following table summarizes our capital asset investments for the periods presented (in millions):

	2011	2010 <sup>(A)</sup>	2009 <sup>(A)</sup>
Supply chain infrastructure	\$ 204	\$ 158	\$ 133
Cold drink equipment	99	92	100
Information technology	36	10	—
Fleet and other	37	31	17
<b>Total capital asset investments</b>	<b>\$ 376</b>	<b>\$ 291</b>	<b>\$ 250</b>

<sup>(A)</sup> Prior to the Merger, our capital asset investments included only those related to Legacy CCE's Europe operating segment.

During 2012, we expect our capital expenditures to approximate \$400 million to \$425 million and to be invested in similar asset categories as those listed in the previous table. This estimate includes capital expenditures related to our Norway business optimization program (refer to Note 18 of the Notes to Consolidated Financial Statements).

During 2011, our investing activities also included the receipt of \$22 million from the settlement of net investment hedges during the fourth quarter.

During 2010, we paid TCCC \$799 million, net of cash acquired, to fund the acquisition of the bottling operations in Norway and Sweden.

## Financing Activities

### 2011 Versus 2010

Our net cash used in financing activities totaled \$129 million in 2011 versus net cash used in financing activities of \$144 million in 2010. The following table summarizes our financing activities related to the issuances of and payments on debt for the period presented (in millions):

Issuances of Debt	Maturity Date	Rate	2011
			Amount
\$300 million notes	September 2021	4.5%	\$ 300
\$100 million notes	February 2014	— <sup>(A)</sup>	100
\$250 million notes	August 2016	2.0%	250
\$250 million notes	August 2021	3.3%	250
Total issuances of debt			\$ 900
<b>Payments on Debt</b>			
	Maturity Date	Rate	Amount
Other payments, net	—	—	\$ (9)
Total payments on debt, excluding commercial paper			(9)
Net payments on commercial paper			(145)
Total payments on debt			\$ (154)

<sup>(A)</sup> These notes carry a variable interest rate at three-month USD LIBOR plus 30 basis points. As of December 31, 2011, the rate in effect on these notes was 0.8 percent.

Our financing activities during 2011 also included the repurchase of \$800 million of shares under our share repurchase program. We currently expect to purchase at least \$500 million in outstanding shares during 2012.

During 2011, we made \$162 million in dividend payments. In February 2012, our Board of Directors approved a 23 percent increase in our quarterly dividend from \$0.13 per share to \$0.16 per share, beginning in the first quarter of 2012. As a result, we expect our cash paid for dividends to increase approximately \$25 million in 2012 compared to 2011.

Additionally in 2011, we received approximately \$71 million from TCCC related to the settlement of items related to the Merger.

During 2010, our financing activities also included a cash contribution to Legacy CCE of \$291 million in connection with activities necessary to facilitate the Merger and the repurchase of \$200 million of shares under our share repurchase program.

## 2010 Versus 2009

Our net cash used in financing activities totaled \$144 million in 2010 versus \$336 million in 2009. The following table summarizes our financing activities related to the issuances of and payments on debt for the year ended December 31, 2010 (in millions):

<b>Issuances of Debt</b>	<b>Maturity Date</b>	<b>Rate</b>	<b>Amount</b>
\$475 million notes	September 2015	2.125%	\$ 475
\$525 million notes	September 2020	3.50%	525
€350 million notes	September 2017	3.125%	471
\$400 million notes	November 2013	1.125%	400
Total issuances of third-party debt, excluding commercial paper			1,871
Net issuances of third-party commercial paper			4
Total issuances of third-party debt			<u>\$ 1,875</u>

<b>Payments on Debt</b>	<b>Maturity Date</b>	<b>Rate</b>	<b>Amount</b>
€25 million notes	May 2010	— <sup>(A)</sup>	\$ (33)
€300 million notes	November 2010	4.75%	(421)
Other payments, net	—	—	(5)
Total payments on third-party debt			(459)
Net payments on amounts due to Legacy CCE			(1,048)
Total payments on debt			<u>\$ (1,507)</u>

<sup>(A)</sup> These notes carried a variable interest rate at three-month EURIBOR plus 42 basis points.

## Financial Position

### Assets

#### 2011 Versus 2010

Trade accounts receivable, net increased \$58 million, or 4.5 percent, to \$1.4 billion at December 31, 2011 from \$1.3 billion at December 31, 2010. This increase was primarily driven by a year-over-year increase in December sales, offset partially by improving accounts receivable trends and currency exchange rate changes.

Amounts receivable from TCCC decreased \$22 million, or 25.5 percent, to \$64 million at December 31, 2011 from \$86 million at December 31, 2010. This decrease was due to the settlement during 2011 of the difference between the Gross Indebtedness of Legacy CCE's North American Business at the effective date of the Merger and the target Gross Indebtedness in the Agreement. For additional information about this and other settlements with TCCC related to the Merger, refer to Note 3 of the Notes to Consolidated Financial Statements.

Inventories increased \$36 million, or 10.0 percent, to \$403 million at December 31, 2011 from \$367 million at December 31, 2010. This increase was primarily attributable to the incremental purchase of certain raw materials and an increase in higher-cost finished goods in inventory at the end of 2011, offset partially by currency exchange rate changes.

Prepaid expenses and other current assets increased \$21 million, or 16.5 percent, to \$148 million at December 31, 2011 from \$127 million at December 31, 2010. This increase was primarily driven by an increase in current income tax assets (refer to Note 10 of the Notes to Consolidated Financial Statements) and an increase in our current assets related to our derivative financial instruments (refer to Note 5 of the Notes to Consolidated Financial Statements).

Franchise license intangible assets, net and goodwill decreased \$64 million, or 1.5 percent, to \$3.9 billion at December 31, 2011 from \$4.0 billion at December 31, 2010. This decrease was primarily due to the effect of currency exchange rate changes. For additional information about our franchise license intangible assets and goodwill, refer to Note 2 of the Notes to Consolidated Financial Statements.

Other noncurrent assets, net increased \$96 million, or 51.5 percent, to \$283 million at December 31, 2011 from \$187 million at

December 31, 2010. This increase was primarily driven by an increase in our noncurrent assets related to deferred taxes (refer to Note 10 of the Notes to Consolidated Financial Statements) and our derivative financial instruments (refer to Note 5 of the Notes to Consolidated Financial Statements), offset by a decline in our noncurrent assets related to our defined benefit pension plans (refer to Note 9 of the Notes to Consolidated Financial Statements).

### Liabilities and Equity

#### 2011 Versus 2010

Accounts payable and accrued expenses increased \$48 million, or 3.0 percent, to \$1.7 billion at December 31, 2011. This increase was primarily driven by an increase in our accrued expenses related to income taxes payable and our derivative financial instruments (refer to Note 5 of the Notes to Consolidated Financial Statements), offset partially by a decrease in accrued expenses related to variable compensation, marketing costs, and trade payables, as well as the effect of currency exchange rate changes.

Current portion of third-party debt decreased \$146 million, or 90.0 percent, to \$16 million at December 31, 2011 from \$162 million at December 31, 2010. This decrease was driven by our net payments on commercial paper totaling \$145 million. For additional information about our debt, refer to Note 6 of the Notes to Consolidated Financial Statements.

Third-party debt, less current portion increased \$872 million, or 41.0 percent, to \$3.0 billion at December 31, 2011 from \$2.1 billion at December 31, 2010. This increase was driven by our issuances of (1) \$300 million, 4.5 percent notes due 2021 and \$100 million, floating-rate notes due 2014 during the first quarter of 2011, and (2) \$250 million, 2.0 percent notes due 2016 and \$250 million, 3.3 percent notes due 2021 during the third quarter of 2011, offset partially by the effect of currency exchange rate changes. For additional information about our debt, refer to Note 6 of the Notes to Consolidated Financial Statements.

Common stock in treasury, at cost increased \$814 million, or 407.0 percent, to \$1.0 billion at December 31, 2011 from \$200 million at December 31, 2010. This increase was primarily driven by our repurchase of \$800 million in shares during 2011 under our share repurchase program (refer to Note 16 of the Notes to Consolidated Financial Statements).

### Contractual Obligations

The following table summarizes our significant contractual obligations as of December 31, 2011 (in millions):

Contractual Obligations	Payments Due by Period				
	Total	Less Than 1 Year	1 to 3 Years	3 to 5 Years	More Than 5 Years
Debt, excluding capital leases <sup>(A)</sup>	\$ 2,955	\$ —	\$ 713	\$ 723	\$ 1,519
Interest obligations <sup>(B)</sup>	531	82	145	124	180
Purchase agreements <sup>(C)</sup>	595	296	154	61	84
Operating leases <sup>(D)</sup>	406	78	141	102	85
Other purchase obligations <sup>(E)</sup>	162	162	—	—	—
Capital leases <sup>(F)</sup>	64	18	29	11	6
<b>Total contractual obligations</b>	<b>\$ 4,713</b>	<b>\$ 636</b>	<b>\$ 1,182</b>	<b>\$ 1,021</b>	<b>\$ 1,874</b>

<sup>(A)</sup> These amounts represent our scheduled debt maturities, excluding capital leases. For additional information about our debt, refer to Note 6 of the Notes to Consolidated Financial Statements.

<sup>(B)</sup> These amounts represent estimated interest payments related to our long-term debt obligations, excluding capital leases. For fixed-rate debt, we have calculated interest based on the applicable rates and payment dates for each individual debt instrument. For variable-rate debt, we have estimated interest using the forward interest rate curve. At December 31, 2011, approximately 97 percent of our third-party debt portfolio was comprised of fixed-rate debt, and 3 percent was floating-rate debt.

<sup>(C)</sup> These amounts represent noncancelable purchase agreements with various suppliers that are enforceable and legally binding, and that specify a fixed or minimum quantity that we must purchase. All purchases made under these agreements are subject to standard quality and performance criteria. We have excluded amounts related to supply agreements with requirements to purchase a certain percentage of our future raw material needs from a specific supplier, since such agreements do not specify a fixed or minimum quantity requirement.

<sup>(D)</sup> These amounts represent our minimum operating lease payments due under noncancelable operating leases with initial

or remaining lease terms in excess of one year as of December 31, 2011. Income associated with sublease arrangements is not significant. For additional information about our operating leases, refer to Note 7 of the Notes to Consolidated Financial Statements.

- (E) These amounts represent outstanding purchase obligations primarily related to commodity purchases and capital expenditures.
- (F) These amounts represent our minimum capital lease payments (including amounts representing interest). For additional information about our capital leases, refer to Note 6 of the Notes to Consolidated Financial Statements.

### Benefit Plan Contributions

The following table summarizes the contributions made to our pension plans for the years ended December 31, 2011 and 2010, as well as our projected contributions for the year ending December 31, 2012 (in millions):

	Actual <sup>(A)</sup>		Projected <sup>(A)</sup>
	2011	2010	2012
Pension contributions	\$ 68	\$ 116	\$ 100

<sup>(A)</sup> These amounts represent only contributions made by CCE.

We fund our pension plans at a level to maintain, within established guidelines, the appropriate funded status for each country.

For additional information about our pension plans, refer to Note 9 of the Notes to Consolidated Financial Statements.

### Critical Accounting Policies

We make judgments and estimates with underlying assumptions when applying accounting principles to prepare our Consolidated Financial Statements. Certain critical accounting policies requiring significant judgments, estimates, and assumptions are detailed in this section. We consider an accounting estimate to be critical if (1) it requires assumptions to be made that are uncertain at the time the estimate is made, and (2) changes to the estimate or different estimates that could have reasonably been used would have materially changed our Consolidated Financial Statements. The development and selection of these critical accounting policies have been reviewed with the Audit Committee of our Board of Directors.

We believe the current assumptions and other considerations used to estimate amounts reflected in our Consolidated Financial Statements are appropriate. However, should our actual experience differ from these assumptions and other considerations used in estimating these amounts, the impact of these differences could have a material impact on our Consolidated Financial Statements.

#### *Permanent Reinvestment of Non-U.S. Earnings*

We had approximately \$1.3 billion in cumulative undistributed non-U.S. historical earnings as of December 31, 2011. These historical earnings are exclusive of amounts that would result in little or no tax under current tax laws if remitted in the future. The historical earnings from our non-U.S. subsidiaries are considered to be permanently reinvested and, accordingly, no provision for U.S. federal and state income taxes has been made in our Consolidated Financial Statements. A distribution of these non-U.S. historical earnings to the U.S. in the form of dividends, or otherwise, would subject us to U.S. income taxes, as adjusted for foreign tax credits, and withholding taxes payable to the various non-U.S. countries. Determination of the amount of any unrecognized deferred income tax liability on these undistributed earnings is not practicable.

In December 2011, we repatriated to the U.S. \$450 million of our 2011 non-U.S. earnings for the payment of dividends, share repurchases, interest on U.S.-issued debt, salaries for U.S.-based employees, and other corporate-level operations in the U.S. Our non-U.S. historical earnings, including our 2011 non-U.S. earnings that were not repatriated in 2011, will continue to remain permanently reinvested. If we do not generate sufficient current year non-U.S. earnings to repatriate to the U.S. in any given year, we expect to have adequate access to capital in the U.S. to allow us to satisfy our U.S.-based cash flow needs in that year. Therefore, historical non-U.S. earnings and future non-U.S. earnings that are not repatriated to the U.S. will remain permanently reinvested and will be used to service our non-U.S. operations, non-U.S. debt, and to fund future acquisitions.

The following table illustrates the hypothetical U.S. taxes that we would be subjected to if the entire amount of our permanently reinvested non-U.S. earnings as of December 31, 2011 were repatriated to the U.S. (in millions):

Incremental U.S. Tax Percentage <sup>(A)</sup>	Incremental U.S. Taxes <sup>(B)</sup>
5 percent	\$ 65
10 percent	130
15 percent	195
20 percent	260

<sup>(A)</sup> These percentages are not based on any specific facts or circumstances, but instead were selected for illustrative purposes only. Each rate represents the hypothetical incremental U.S. tax assessed on earnings from a non-U.S. jurisdiction upon repatriation to the U.S.

<sup>(B)</sup> Amounts are derived by multiplying the hypothetical incremental U.S. tax percentages by our cumulative undistributed permanently reinvested non-U.S. earnings as of December 31, 2011.

### *Pension Plan Valuations*

We sponsor a number of defined benefit pension plans covering substantially all of our employees. Several critical assumptions are made in determining our pension plan assets and liabilities and related pension expense. We believe the most critical of these assumptions are the discount rate, salary rate of inflation, and expected long-term return on assets (EROA). Other assumptions we make are related to employee demographic factors such as mortality rates, retirement patterns, and turnover rates.

We determine the discount rate primarily by reference to rates of high-quality, long-term corporate bonds that mature in a pattern similar to the expected payments to be made under the plans. Decreasing our discount rate (5.5 percent for the year ended December 31, 2011 and 5.0 percent as of December 31, 2011) by 0.5 percent would have increased our 2011 pension expense by approximately \$12 million and our projected benefit obligation (PBO) by approximately \$100 million.

We determine the salary rate of inflation by considering the following factors: (1) expected long-term price inflation; (2) allowance for merit and promotion increases; (3) prior years' actual experience; and (4) any known short-term actions. Increasing our salary rate of inflation (3.9 percent for the year ended December 31, 2011 and 3.6 percent as of December 31, 2011) by 0.5 percent would have increased our 2011 pension expense by approximately \$5 million and our PBO by approximately \$25 million.

The EROA is based on long-term expectations given current investment objectives and historical results. We utilize a combination of active and passive fund management of pension plan assets in order to maximize plan asset returns within established risk parameters. We periodically revise asset allocations, where appropriate, to improve returns and manage risk. Decreasing the EROA (6.8 percent for the year ended December 31, 2011) by 0.5 percent would have increased our pension expense in 2011 by approximately \$5 million.

We utilize the five-year asset smoothing technique to recognize market gains and losses for pension plans representing 82 percent of our pension plan assets. During 2008, we experienced a significant decline in the market value of our pension plan assets and, in 2009 and 2010, we experienced significant increases in the market value of our pension assets. As a result of the asset smoothing technique we utilize, gains and losses do not fully impact our pension expense immediately.

For additional information about our pension plans, refer to Note 9 of the Notes to Consolidated Financial Statements.

### *Customer Marketing Programs and Sales Incentives*

We participate in various programs and arrangements with customers designed to increase the sale of our products by these customers. Among the programs are arrangements under which allowances can be earned by customers for attaining agreed-upon sales levels or for participating in specific marketing programs. Coupon programs are also developed on a customer and territory specific basis with the intent of increasing sales by all customers. We believe our participation in these programs is essential to ensuring volume and revenue growth in the competitive marketplace. The costs of all these various programs, included as a reduction in net operating revenues, totaled \$1.0 billion, \$0.9 billion, and \$0.8 billion in 2011, 2010, and 2009, respectively.

Under customer programs and arrangements that require sales incentives to be paid in advance, we amortize the amount paid over the period of benefit or contractual sales volume. When incentives are paid in arrears, we accrue the estimated amount to be paid based on the program's contractual terms, expected customer performance, and/or estimated sales volume. Our accrued marketing

costs were \$461 million, \$470 million, and \$447 million as of December 31, 2011, 2010, and 2009, respectively. These estimates are determined using historical customer experience and other factors, which sometimes require significant judgment. In part due to the length of time necessary to obtain relevant data from our customers, actual amounts paid can differ from these estimates. During the years ended December 31, 2011, 2010, and 2009, we recorded net customer marketing accrual reductions related to estimates for prior year programs of \$21 million, \$1 million, and \$12 million, respectively.

#### *Allocation of Legacy CCE Corporate Expenses*

Prior to the Merger, our Consolidated Financial Statements included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger. During the first nine months of 2010, our allocated expenses from Legacy CCE's corporate segment totaled \$160 million. During 2009, our allocated expenses from Legacy CCE's corporate segment totaled \$168 million.

We determined that volume was the most appropriate measure to allocate Legacy CCE corporate expenses that were global in nature and not specifically identified as being associated with Legacy CCE's North America or Europe operating segments due to a number of factors, including, but not limited to, the following: (1) volume represented Legacy CCE's most important non-financial metric and (2) volume is a key driver of the cost of doing business. The following table summarizes the estimated amount of expense that would have been allocated to us based on various metrics that were considered (in millions):

Allocation Metric	2010 <sup>(A)</sup>	2009
Volume	\$ 160	\$ 168
Revenue	168	175
Gross profit	166	173
Property, plant, and equipment	166	175
Employee head count	138	142

<sup>(A)</sup> Amounts are through October 1, 2010, the effective date of the Merger.

#### **Contingencies**

For information about our contingencies, including outstanding legal cases, refer to Note 8 of the Notes to Consolidated Financial Statements.

#### **Workforce**

At December 31, 2011, we employed approximately 13,250 people, of which approximately 150 were located in the U.S. A majority of our employees in Europe are covered by collectively bargained labor agreements, most of which do not expire. However, wage rates must be renegotiated at various dates through 2013. We believe that we will be able to renegotiate agreements with satisfactory terms.

#### **Off-Balance Sheet Arrangements**

Not applicable.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

### Current Trends and Uncertainties

#### *Interest Rate, Currency, and Commodity Price Risk Management*

##### Interest Rates

Interest rate risk is present with both our fixed-rate and floating-rate debt. Interest rate swap agreements and other risk management instruments are used, at times, to manage our fixed/floating debt portfolio. At December 31, 2011, approximately 97 percent of our debt portfolio was comprised of fixed-rate debt, and 3 percent was floating-rate debt. We estimate that a 1 percent change in market interest rates as of December 31, 2011 would change the fair value of our fixed-rate debt outstanding as of December 31, 2011 by approximately \$180 million.

We also estimate that a 1 percent change in the interest costs of our floating-rate debt outstanding as of December 31, 2011 would change interest expense on an annual basis by approximately \$1 million. This amount is determined by calculating the effect of a hypothetical interest rate change on our floating-rate debt after giving consideration to our interest rate swap agreements and other risk management instruments. This estimate does not include the effects of other actions to mitigate this risk or changes in our financial structure.

##### Currency Exchange Rates

Our entire operations are in Western Europe. As such, we are exposed to translation risk because our operations are in local currency and must be translated into U.S. dollars. As currency exchange rates fluctuate, translation of our Statements of Operations into U.S. dollars affects the comparability of revenues, expenses, operating income, and diluted earnings per share between years. We estimate that a 10 percent unidirectional change in currency exchange rates would have changed our operating income for the year ended December 31, 2011 by approximately \$120 million.

##### Commodity Price Risk

The competitive marketplace in which we operate may limit our ability to recover increased costs through higher prices. As such, we are subject to market risk with respect to commodity price fluctuations principally related to our purchases of aluminum, steel, PET (plastic), sugar, and vehicle fuel. When possible, we manage our exposure to this risk primarily through the use of supplier pricing agreements, which enable us to establish the purchase prices for certain commodities. We also, at times, use derivative financial instruments to manage our exposure to this risk. Including the effect of pricing agreements and other hedging instruments entered into to date, we estimate that a 10 percent increase in the market price of these commodities over the current market prices would increase our cost of sales during the next 12 months by approximately \$20 million. This amount does not include the potential impact of changes in the conversion costs associated with these commodities.

Certain of our suppliers restrict our ability to hedge prices through supplier agreements. As a result, at times, we enter into non-designated commodity hedging programs. Based on the fair value of our non-designated commodity hedges outstanding as of December 31, 2011, we estimate that a 10 percent change in market prices would change the fair value of our non-designated commodity hedges by approximately \$5 million. For additional information about our derivative financial instruments, refer to Note 5 of the Notes to Consolidated Financial Statements.



## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### Report of Management

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements included in this annual report. The financial statements have been prepared in accordance with U.S. generally accepted accounting principles and reflect management's judgments and estimates concerning effects of events and transactions that are accounted for or disclosed.

#### *Internal Control over Financial Reporting*

Management is also responsible for establishing and maintaining effective internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements. Management recognizes that there are inherent limitations in the effectiveness of any internal control over financial reporting, including the possibility of human error and the circumvention or overriding of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

In order to ensure that the Company's internal control over financial reporting is effective, management regularly assesses such controls and did so most recently as of December 31, 2011. This assessment was based on criteria for effective internal control over financial reporting described in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management believes the Company maintained effective internal control over financial reporting as of December 31, 2011. Ernst & Young LLP, the Company's independent registered public accounting firm, has issued an attestation report on the Company's internal control over financial reporting as of December 31, 2011.

#### *Audit Committee's Responsibility*

The Board of Directors, acting through its Audit Committee, is responsible for the oversight of the Company's accounting policies, financial reporting, and internal control. The Audit Committee of the Board of Directors is comprised entirely of outside directors who are independent of management. The Audit Committee is responsible for the appointment and compensation of our independent registered public accounting firm and approves decisions regarding the appointment or removal of our Vice President of Internal Audit. It meets periodically with management, the independent registered public accounting firm, and the internal auditors to ensure that they are carrying out their responsibilities. The Audit Committee is also responsible for performing an oversight role by reviewing and monitoring the financial, accounting, and auditing procedures of the Company in addition to reviewing the Company's financial reports. Our independent registered public accounting firm and our internal auditors have full and unlimited access to the Audit Committee, with or without management, to discuss the adequacy of internal control over financial reporting, and any other matters which they believe should be brought to the attention of the Audit Committee.

/s/ JOHN F. BROCK

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Chairman and Chief Executive Officer

/s/ WILLIAM W. DOUGLAS III

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Executive Vice President and Chief Financial Officer

/s/ SUZANNE D. PATTERSON

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Vice President, Controller, and Chief Accounting Officer

Atlanta, Georgia  
February 10, 2012

## **Report of Independent Registered Public Accounting Firm**

The Board of Directors and Shareowners of Coca-Cola Enterprises, Inc.

We have audited the accompanying consolidated balance sheets of Coca-Cola Enterprises, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, shareowners' equity, and cash flows for each of the three years in the period ended December 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Coca-Cola Enterprises, Inc. at December 31, 2011 and 2010, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Coca-Cola Enterprises, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 10, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 10, 2012

## **Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting**

The Board of Directors and Shareowners of Coca-Cola Enterprises, Inc.

We have audited Coca-Cola Enterprises, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Coca-Cola Enterprises, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the Internal Control over Financial Reporting section of the accompanying Report of Management. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Coca-Cola Enterprises, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Coca-Cola Enterprises, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, shareowners' equity, and cash flows of Coca-Cola Enterprises, Inc. for each of the three years in the period ended December 31, 2011, and our report dated February 10, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 10, 2012

**COCA-COLA ENTERPRISES, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

(in millions, except per share data)	Year Ended December 31,		
	2011	2010	2009
Net operating revenues	\$ 8,284	\$ 6,714	\$ 6,517
Cost of sales	5,254	4,234	4,113
Gross profit	3,030	2,480	2,404
Selling, delivery, and administrative expenses	1,997	1,670	1,599
Operating income	1,033	810	805
Interest expense, net – third party	85	30	24
Interest expense, net – Coca-Cola Enterprises Inc.	—	33	59
Other nonoperating (expense) income, net	(3)	(1)	5
Income before income taxes	945	746	727
Income tax expense	196	122	151
Net income	\$ 749	\$ 624	\$ 576
Basic earnings per common share	\$ 2.35	\$ 1.84	\$ 1.70
Diluted earnings per common share	\$ 2.29	\$ 1.83	n/a
Dividends declared per common share	\$ 0.51	\$ 0.12	n/a
Basic weighted average common shares outstanding	319	339	339
Diluted weighted average common shares outstanding	327	340	n/a
Income (expense) from transactions with The Coca-Cola Company – Note 3:			
Net operating revenues	\$ 16	\$ 19	\$ 21
Cost of sales	(2,235)	(1,867)	(1,829)

*The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.*

**COCA-COLA ENTERPRISES, INC.**  
**CONSOLIDATED BALANCE SHEETS**

(in millions, except share data)	December 31,	
	2011	2010
<b>ASSETS</b>		
<b>Current:</b>		
Cash and cash equivalents	\$ 684	\$ 321
Trade accounts receivable, less allowances of \$16 and \$16, respectively	1,387	1,329
Amounts receivable from The Coca-Cola Company	64	86
Inventories	403	367
Prepaid expenses and other current assets	148	127
Total current assets	2,686	2,230
Property, plant, and equipment, net	2,230	2,220
Franchise license intangible assets, net	3,771	3,828
Goodwill	124	131
Other noncurrent assets, net	283	187
Total assets	\$ 9,094	\$ 8,596
<b>LIABILITIES</b>		
<b>Current:</b>		
Accounts payable and accrued expenses	\$ 1,716	\$ 1,668
Amounts payable to The Coca-Cola Company	116	112
Current portion of third-party debt	16	162
Total current liabilities	1,848	1,942
Third-party debt, less current portion	2,996	2,124
Other noncurrent liabilities, net	160	149
Noncurrent deferred income tax liabilities	1,191	1,238
Total liabilities	6,195	5,453
<b>SHAREOWNERS' EQUITY</b>		
Common stock, \$0.01 par value – Authorized – 1,100,000,000 shares; Issued – 343,394,495 and 340,561,761 shares, respectively	3	3
Additional paid-in capital	3,745	3,628
Reinvested earnings	638	57
Accumulated other comprehensive loss	(473)	(345)
Common stock in treasury, at cost – 38,445,287 and 7,999,085 shares, respectively	(1,014)	(200)
Total shareowners' equity	2,899	3,143
Total liabilities and shareowners' equity	\$ 9,094	\$ 8,596

*The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.*

**COCA-COLA ENTERPRISES, INC.**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in millions)	Year Ended December 31,		
	2011	2010	2009
<b>Cash Flows from Operating Activities:</b>			
Net income	\$ 749	\$ 624	\$ 576
Adjustments to reconcile net income to net cash derived from operating activities:			
Depreciation and amortization	321	264	280
Deferred income tax (benefit) expense	(121)	(6)	20
Pension expense less than contributions	(24)	(78)	(53)
Changes in assets and liabilities, net of acquisition amounts:			
Trade accounts receivables	(85)	(14)	(163)
Inventories	(44)	(46)	(21)
Prepaid expenses and other current assets	(26)	(6)	7
Accounts payable and accrued expenses	88	102	140
Other changes, net	4	(15)	41
Net cash derived from operating activities	862	825	827
<b>Cash Flows from Investing Activities:</b>			
Capital asset investments	(376)	(291)	(250)
Capital asset disposals	4	—	—
Acquisition of the bottling operations in Norway and Sweden, net of cash acquired	(1)	(799)	—
Net change in amounts due from Coca-Cola Enterprises Inc.	—	351	(21)
Settlement of net investment hedges	22	—	—
Other investing activities, net	(8)	—	2
Net cash used in investing activities	(359)	(739)	(269)
<b>Cash Flows from Financing Activities:</b>			
Change in commercial paper, net	(145)	4	(79)
Issuances of third-party debt	900	1,871	172
Payments on third-party debt	(9)	(459)	(122)
Share repurchases	(800)	(200)	—
Dividend payments on common stock	(162)	(40)	—
Exercise of employee share options	13	13	—
Net cash received from The Coca-Cola Company for transaction-related items	71	—	—
Contributions to Coca-Cola Enterprises Inc.	—	(291)	—
Net change in amounts due to Coca-Cola Enterprises Inc.	—	(1,048)	(307)
Other financing activities, net	3	6	—
Net cash used in financing activities	(129)	(144)	(336)
Net effect of currency exchange rate changes on cash and cash equivalents	(11)	(25)	8
<b>Net Change in Cash and Cash Equivalents</b>	363	(83)	230
<b>Cash and Cash Equivalents at Beginning of Year</b>	321	404	174
<b>Cash and Cash Equivalents at End of Year</b>	\$ 684	\$ 321	\$ 404
<b>Supplemental Noncash Investing and Financing Activities:</b>			
Capital lease additions	\$ 14	\$ 37	\$ 6
<b>Supplemental Disclosure of Cash Paid for:</b>			
Income taxes, net	\$ 232	\$ 185	\$ 116
Interest, net of amounts capitalized—third party	63	28	25
Interest, net of amounts capitalized—Coca-Cola Enterprises Inc.	—	55	73

*The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.*

**COCA-COLA ENTERPRISES, INC.**

**CONSOLIDATED STATEMENTS OF SHAREOWNERS' EQUITY**

(in millions)	Common Stock Issued		Additional Paid-In Capital	Reinvested Earnings	Coca-Cola Enterprises Inc. Net Investment	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareowners' Equity	Comprehensive Income (Loss)
	Shares	Amount							
Balance as of January 1, 2009	n/a	n/a	n/a	n/a	\$ 2,743	\$ (317)	n/a	\$ 2,426	\$ (137)
Net Income	n/a	n/a	n/a	n/a	576	—	n/a	576	576
Other investment changes, net	n/a	n/a	n/a	n/a	48	—	n/a	48	—
Pension liability adjustments, net of tax	n/a	n/a	n/a	n/a	—	(39)	n/a	(39)	(39)
Cash flow hedges, net of tax	n/a	n/a	n/a	n/a	—	(16)	n/a	(16)	(16)
Currency translations	n/a	n/a	n/a	n/a	—	184	n/a	184	184
Balance as of December 31, 2009	—	\$ —	\$ —	\$ —	3,367	(188)	\$ —	3,179	705
Net Income	—	—	—	97	527	—	—	624	624
Coca-Cola Enterprises Inc. net investment changes	—	—	—	—	(335)	—	—	(335)	—
Elimination of Coca-Cola Enterprises Inc. net investment	—	—	3,559	—	(3,559)	—	—	—	—
Other adjustments, net	—	—	46	—	—	—	—	46	—
Issuance of Coca-Cola Enterprises, Inc. common stock	339	3	(3)	—	—	—	—	—	—
Exercise of employee share options	2	—	14	—	—	—	—	14	—
Deferred compensation plans	—	—	(1)	—	—	—	2	1	—
Share-based compensation expense	—	—	10	—	—	—	—	10	—
Tax benefit from share-based compensation awards	—	—	3	—	—	—	—	3	—
Dividends declared on common stock	—	—	—	(40)	—	—	—	(40)	—
Shares repurchased under our publicly announced share repurchase program	(8)	—	—	—	—	—	(200)	(200)	—
Shares withheld for taxes on share-based payment awards	—	—	—	—	—	—	(2)	(2)	—
Pension liability adjustments, net of tax	—	—	—	—	—	30	—	30	30
Cash flow hedges, net of tax	—	—	—	—	—	(9)	—	(9)	(9)
Currency translations	—	—	—	—	—	(178)	—	(178)	(178)
Balance as of December 31, 2010	333	3	3,628	57	—	(345)	(200)	3,143	467
Net Income	—	—	—	749	—	—	—	749	749
Post closing transaction-related items	—	—	37	—	—	—	—	37	—
Other adjustments, net	—	—	8	—	—	—	—	8	—

Exercise of employee share options	3	—	13	—	—	—	—	13	—
Deferred compensation plans	—	—	2	—	—	—	—	2	—
Share-based compensation expense	—	—	43	—	—	—	—	43	—
Tax benefit from share-based compensation awards	—	—	14	—	—	—	—	14	—
Dividends declared	—	—	—	(168)	—	—	—	(168)	—
Shares repurchased under our publicly announced share repurchase program	(30)	—	—	—	—	—	(800)	(800)	—
Shares withheld for taxes on share-based payment awards	(1)	—	—	—	—	—	(14)	(14)	—
Pension liability adjustments, net of tax	—	—	—	—	—	(60)	—	(60)	(60)
Cash flow hedges, net of tax	—	—	—	—	—	(9)	—	(9)	(9)
Net investment hedges, net of tax	—	—	—	—	—	15	—	15	15
Currency translations	—	—	—	—	—	(74)	—	(74)	(74)
Balance as of December 31, 2011	305	\$ 3	\$ 3,745	\$ 638	\$ —	\$ (473)	\$ (1,014)	\$ 2,899	\$ 621

*The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.*



## Note 1

### BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Organization

On October 2, 2010, The Coca-Cola Company (TCCC) acquired Coca-Cola Enterprises Inc. (Legacy CCE) through a merger (the Merger) of a newly created TCCC subsidiary with and into Legacy CCE, with Legacy CCE continuing as the surviving corporation and a wholly owned subsidiary of TCCC. Immediately prior to the Merger, Legacy CCE separated its European operations and transferred those businesses, along with Coca-Cola Enterprises (Canada) Bottling Finance Company and a related portion of its corporate segment, to a new legal entity, International CCE Inc., which was renamed Coca-Cola Enterprises, Inc. (“CCE,” “we,” “our,” or “us”). Thus, at the time of the Merger, Legacy CCE consisted of its businesses of marketing, producing, and distributing nonalcoholic beverages in the United States, Canada, the British Virgin Islands, the United States Virgin Islands, and the Cayman Islands and a substantial majority of its corporate segment (Legacy CCE’s North American Business). Following the Merger, Legacy CCE, as a subsidiary of TCCC, owns and is liable for a substantial majority of the assets and liabilities of Legacy CCE’s North American Business, including Legacy CCE’s accumulated benefit obligations relating to Legacy CCE’s North American Business. The Merger Agreement (the Agreement), as amended, was dated February 25, 2010, and contained provisions for post-closing adjustment payments between the parties, which were settled and paid during 2011 (refer to Note 3).

Concurrently with the Merger, two indirect, wholly owned subsidiaries of CCE acquired TCCC’s bottling operations in Norway and Sweden, pursuant to the Share Purchase Agreement dated March 20, 2010 (the Norway-Sweden SPA), for a purchase price of \$822 million plus a net purchase price adjustment of \$50 million related to working capital and EBITDA. The EBITDA adjustment was contained in the Norway-Sweden SPA, and was based on the adjusted EBITDA (as defined) of the Norway and Sweden business for the 12 months ended December 31, 2010. All amounts outstanding under the Norway-Sweden SPA were settled and paid during 2011 (refer to Note 3).

The Agreement also includes customary covenants, a non-compete covenant with respect to CCE, and a right for us to acquire TCCC’s interest in TCCC’s German bottling operations for a mutually agreed upon fair value prior to May 25, 2013, on terms to be agreed.

Under the Agreement, we agreed to indemnify TCCC for liabilities, including, but not limited to, those resulting from the breach of representations, warranties, or covenants of Legacy CCE or CCE, as well as liabilities of CCE, as set forth in the Agreement and certain ancillary agreements prior to the effective date of the Merger. In accordance with the Agreement, on July 1, 2011, our indemnity obligations related to certain of these representations and warranties (other than certain fundamental representations, as defined, and for willful material breach) expired with no claim for breach of those representations or warranties having been made by TCCC. In addition, we continue to have indemnity obligations under the Tax Sharing Agreement (TSA), described below (refer to Note 10).

As part of the Merger, we also entered into a TSA with TCCC. Under the TSA among us, Legacy CCE, and TCCC, we agreed to indemnify TCCC and its affiliates from and against certain taxes, generally related to periods prior to October 2, 2010, as well as any taxes and losses by reason of or arising from certain breaches by CCE of representations, covenants, or obligations under the Agreement or the TSA and, in certain situations, we will pay to TCCC (1) an amount equal to a portion of the transfer taxes incurred in connection with the separation; (2) an amount equal to any detriment to TCCC caused by certain actions (or failures to act) by CCE in connection with the conduct of our business or outside the ordinary course of business or that are otherwise inconsistent with past practice; and (3) the difference (if any) between the amount of certain tax benefits intended to be available to Legacy CCE following the Merger and the amount of such benefits actually available to Legacy CCE as determined for U.S. federal income tax purposes. There is no cap on these indemnifications. For additional information about the TSA, refer to Note 10.

As part of the Merger, on October 2, 2010, (1) outstanding shares of common stock of Legacy CCE, excluding shares held by TCCC, were converted into the right to receive one share of our common stock and \$10.00 in cash consideration per share, and (2) TCCC, which owned approximately 34 percent of the outstanding shares of Legacy CCE prior to the Merger, became the owner of all of the shares of Legacy CCE common stock.

Immediately following the Merger, 339,064,025 shares of common stock, par value \$0.01 per share, of CCE were outstanding. In connection with the issuance of our stock, we filed a Registration Statement on Form S-4 (File No. 333-167067) with the Securities and Exchange Commission that was declared effective on August 25, 2010 (the Registration Statement). Our stock is listed for trading on the New York Stock Exchange under the symbol “CCE.” Beginning in the second quarter of 2011, we also maintain a listing of our shares on the NYSE Euronext Paris.

We and Legacy CCE’s North American Business incurred transaction-related expenses totaling \$105 million prior to the Merger. During the fourth quarter of 2010, we incurred additional transaction-related expenses totaling \$8 million principally related to

the termination of Legacy CCE's executive pension plan (refer to Note 9).

Legacy CCE was named in a number of lawsuits related to the transaction that we assumed upon consummation of the Merger. These lawsuits were settled during 2011 and are now closed (refer to Note 8).

In connection with the Merger, we (1) signed license agreements with TCCC for each of our territories that extend through October 2, 2020 with terms of 10 years each, with each containing the right for us to request a 10-year renewal, and (2) signed an agreement with TCCC for an incidence-based concentrate pricing model across all of our territories that extends through December 31, 2015.

## **Business**

We are a marketer, producer, and distributor of nonalcoholic beverages. We market, produce, and distribute our products to customers and consumers through licensed territory agreements in Belgium, continental France, Great Britain, Luxembourg, Monaco, the Netherlands, Norway, and Sweden. We operate in the highly competitive beverage industry and face strong competition from other general and specialty beverage companies. Our financial results, like those of other beverage companies, are affected by a number of factors, including, but not limited to, cost to manufacture and distribute products, general economic conditions, consumer preferences, local and national laws and regulations, availability of raw materials, fuel prices, and weather patterns.

Sales of our products are seasonal, with the second and third quarters accounting for higher unit sales of our products than the first and fourth quarters. In a typical year, we earn more than 60 percent of our annual operating income during the second and third quarters of the year. The seasonality of our sales volume combined with the accounting for fixed costs, such as depreciation, amortization, rent, and interest expense, impacts our results on a quarterly basis. Additionally, year-over-year shifts in holidays and selling days can impact our results on a quarterly basis.

## **Basis of Presentation and Consolidation**

Prior to the Merger, our Consolidated Financial Statements were prepared in accordance with U.S. generally accepted accounting principles on a "carve-out" basis from Legacy CCE's Consolidated Financial Statements using the historical results of operations, assets, and liabilities attributable to the legal entities that comprised CCE as of the effective date of the Merger. These legal entities include all that were previously part of Legacy CCE's Europe operating segment, as well as Coca-Cola Enterprises (Canada) Bottling Finance Company. All significant intercompany accounts and transactions between the legal entities that comprise CCE were eliminated.

Prior to the Merger, our Consolidated Financial Statements also included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger (refer to Note 3).

Total interest expense represents interest incurred on third-party debt, as well as amounts due to Legacy CCE prior to the Merger. No interest expense incurred by Legacy CCE was allocated to us as Legacy CCE's third-party debt was not specifically related to our operations.

Prior to the Merger, total equity represented Legacy CCE's interest in our recorded net assets, as well as accumulated other comprehensive income (loss) (AOCI) attributable to CCE. The Legacy CCE net investment balance represented the cumulative net investment by Legacy CCE in us, including any prior net income and certain transactions between CCE and Legacy CCE, such as allocated expenses. In addition, prior to the Merger, we made several cash contributions to Legacy CCE in connection with activities necessary to facilitate the Merger. Subsequent to the Merger, Legacy CCE's net investment balance was eliminated and recorded to additional paid-in capital (APIC) on our Consolidated Balance Sheets to reflect the issuance of our common shares.

Following the Merger, our Consolidated Financial Statements include all entities that we control by ownership of a majority voting interest, including the bottling operations in Norway and Sweden beginning with the fourth quarter of 2010. All significant intercompany accounts and transactions are eliminated in consolidation.

Our fiscal year ends on December 31. For interim quarterly reporting convenience, we report on the Friday closest to the end of the quarterly calendar period. There was one less selling day in 2011 versus 2010, and there were the same number of selling days in 2010 versus 2009 (based upon a standard five-day selling week).

## **Use of Estimates**

Our Consolidated Financial Statements and accompanying Notes are prepared in accordance with U.S. generally accepted accounting principles and include estimates and assumptions made by management that affect reported amounts. Actual results could differ materially from those estimates.

## **Net Operating Revenue**

We recognize net operating revenues when all of the following conditions are met: (1) evidence of a binding arrangement exists (generally, purchase orders); (2) products have been delivered and there is no future performance required; and (3) amounts are collectible under normal payment terms. For product sales, these conditions typically occur when the products are delivered to or picked up by our customers and, in the case of full-service vending, when cash is collected from vending machines. Revenue is stated net of sales discounts and marketing and promotional incentives paid to customers.

Generally, we record value added taxes (VAT) on a net basis (i.e. excluded from net operating revenues) and record excise taxes and taxes on packaging on a gross basis (i.e. included in net operating revenues). During 2011, 2010, and 2009, the total amount of taxes recorded on a gross basis approximated \$345 million, \$210 million, and \$185 million, respectively. The increase in taxes recorded on a gross basis in 2011 when compared to 2010, and 2010 when compared with 2009, is primarily attributable to the inclusion of our bottling operations in Norway, which has a high percentage of excise taxes recorded on a gross basis and was acquired during the fourth quarter of 2010.

During 2012, we expect to record a substantial portion of the recently increased excise tax on beverages with added sweetener (both nutritive and non-nutritive) in France on a gross basis, which is consistent with our policy for similar taxes.

## **Customer Marketing Programs and Sales Incentives**

We participate in various programs and arrangements with customers designed to increase the sale of our products by these customers. Among the programs are arrangements under which allowances can be earned by customers for attaining agreed-upon sales levels or for participating in specific marketing programs. Coupon programs are also developed on a customer and territory specific basis with the intent of increasing sales by all customers. We believe our participation in these programs is essential to ensuring volume and revenue growth in a competitive marketplace. The costs of all these various programs, included as a reduction in net operating revenues, totaled \$1.0 billion, \$0.9 billion, and \$0.8 billion in 2011, 2010, and 2009, respectively.

Under customer programs and arrangements that require sales incentives to be paid in advance, we amortize the amount paid over the period of benefit or contractual sales volume. When incentives are paid in arrears, we accrue the estimated amount to be paid based on the program's contractual terms, expected customer performance, and/or estimated sales volume.

## **Licensor Support Arrangements**

We participate in various funding programs supported by TCCC or other licensors whereby we receive funds from the licensors to support customer marketing programs or other arrangements that promote the sale of the licensors' products. Under these programs, certain costs incurred by us are reimbursed by the applicable licensor. Payments from TCCC and other licensors for marketing programs and other similar arrangements to promote the sale of products are classified as a reduction in cost of sales, unless we can overcome the presumption that the payment is a reduction in the price of the licensor's products. Payments for marketing programs are recognized as product is sold.

For additional information about our transactions with TCCC, refer to Note 3.

## **Shipping and Handling Costs**

Shipping and handling costs related to the movement of finished goods from our manufacturing locations to our sales distribution centers are included in cost of sales on our Consolidated Statements of Operations. Shipping and handling costs incurred to move finished goods from our sales distribution centers to customer locations are included in selling, delivery, and administrative (SD&A) expenses on our Consolidated Statements of Operations and totaled approximately \$325 million, \$261 million, and \$247 million in 2011, 2010, and 2009, respectively. Our customers do not pay us separately for shipping and handling costs.

## **Share-Based Compensation**

Certain of our employees participated in share-based compensation plans sponsored by Legacy CCE prior to the Merger. These plans provided the employees with non-qualified share options to purchase Legacy CCE's stock or restricted share units of Legacy

CCE's stock. Some of the awards contained performance or market conditions that were based on the stock price or performance of Legacy CCE. Prior to the Merger, compensation expense related to these share-based payment awards was included in our Consolidated Statements of Operations based on specific identification for Legacy CCE's European employees, and for Legacy CCE's corporate employees based on the percentage of our relative sales volume to total Legacy CCE sales volume for the periods presented.

On the effective date of the Merger, our employees had their Legacy CCE share-based awards converted into share-based payment awards of our common stock. Such awards were converted in a manner that provided the employee with the same intrinsic value in our share-based awards as the employee had in Legacy CCE share-based awards immediately prior to the effective date of the Merger. Service vesting requirements of converted share-based awards still need to be satisfied for the awards to vest.

For awards granted subsequent to the Merger and for the portion of converted awards unvested as of the date of the Merger, compensation expense equal to the grant-date fair value is recognized for all share-based payment awards that are expected to vest. This expense is recorded on a straight-line basis over the requisite service period of the entire award, unless the awards are subject to performance conditions, in which case we recognize compensation expense over the requisite service period of each separate vesting tranche. We recognize compensation expense for our performance share units when it becomes probable that the performance criteria specified in the plan will be achieved. All compensation expense related to our share-based payment awards is recorded in SD&A expenses. We determine the grant-date fair value of our share-based payment awards using a Black-Scholes model. Refer to Note 11.

### **Earnings Per Share**

We calculate our basic earnings per share by dividing net income by the weighted average number of common shares and participating securities outstanding during the period. Our diluted earnings per share are calculated in a similar manner, but include the effect of dilutive securities. To the extent these securities are antidilutive, they are excluded from the calculation of diluted earnings per share. For periods prior to the Merger, we used 339,064,025 as our number of basic shares outstanding for the purpose of calculating our basic earnings per common share, which represents the number of Legacy CCE shares converted into our shares on the effective date of the Merger. For periods prior to the Merger, we did not reflect the effect of dilutive shares because there were not any potentially dilutive securities of CCE outstanding (as we did not have any outstanding equity awards prior to the Merger, and estimating dilution using the treasury stock method is not practical or meaningful). Subsequent to the Merger, share-based payment awards that are contingently issuable upon the achievement of a specified market or performance condition are included in our diluted earnings per share calculation in the period in which the condition is satisfied. Refer to Note 12.

### **Cash and Cash Equivalents**

Cash and cash equivalents include all highly liquid investments with maturity dates of less than three months when purchased. As of December 31, 2011, \$274 million of our total cash and cash equivalents were held by consolidated entities that are outside of the U.S. We continually assess the counterparties and instruments we use to hold our cash and cash equivalents, with a focus on preservation of capital and liquidity.

As of December 31, 2011, our cash and cash equivalents included \$410 million of amounts held in investments in certain money market funds that hold a portfolio of short-term, high-quality, fixed-income securities issued by the U.S. Government. We classify these investments as cash equivalents due to their short-term nature and the ability for them to be readily converted into known amounts of cash. The fair value of these investments approximates their carrying value because of their short maturities. These investments are not publicly traded, so their fair value is determined based on the values of the underlying investments in money market funds.

### **Trade Accounts Receivable**

We sell our products to retailers, wholesalers, and other customers and extend credit, generally without requiring collateral, based on our evaluation of the customer's financial condition. While we have a concentration of credit risk in the retail sector, we believe this risk is mitigated due to the diverse nature of the customers we serve, including, but not limited to, their type, geographic location, size, and beverage channel. Potential losses on our receivables are dependent on each individual customer's financial condition and sales adjustments granted after the balance sheet date. We carry our trade accounts receivable at net realizable value. Typically, accounts receivable are collected on average within 40 to 60 days and do not bear interest. We monitor our exposure to losses on receivables and maintain allowances for potential losses or adjustments. We determine these allowances by (1) evaluating the aging of our receivables; (2) analyzing our history of sales adjustments; and (3) reviewing our high-risk customers. Past due receivable balances are written off when our efforts have been unsuccessful in collecting the amount due. We also carry credit insurance on a portion of our accounts receivable balance.

The following table summarizes the change in our allowance for losses on trade accounts receivable for the periods presented (in millions):

	<b>Accounts Receivable Allowance</b>
Balance at December 31, 2008	\$ 15
Provision	2
Write-offs	(4)
Balance at December 31, 2009	13
Provision	7
Write-offs	(4)
Balance at December 31, 2010	16
Provision	4
Write-offs	(4)
Balance at December 31, 2011	\$ 16

### Inventories

We value our inventories at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method. The following table summarizes our inventories as of the dates presented (in millions):

	<b>December 31, 2011</b>	<b>December 31, 2010</b>
Finished goods	\$ 225	\$ 230
Raw materials and supplies	178	137
Total inventories	\$ 403	\$ 367

### Property, Plant, and Equipment

Property, plant, and equipment are recorded at cost. Major property additions, replacements, and betterments are capitalized, while maintenance and repairs that do not extend the useful life of an asset or add new functionality are expensed as incurred. Depreciation is recorded using the straight-line method over the respective estimated useful lives of our assets. Our cold drink equipment and containers, such as reusable crates, shells, and bottles, are depreciated using the straight-line method over the estimated useful life of each group of equipment, as determined using the group-life method. Under this method, we do not recognize gains or losses on the disposal of individual units of equipment when the disposal occurs in the normal course of business. We capitalize the costs of refurbishing our cold drink equipment and depreciate those costs over the estimated period until the next scheduled refurbishment or until the equipment is retired. Leasehold improvements are amortized using the straight-line method over the shorter of the remaining lease term or the estimated useful life of the improvement. The following table summarizes the classification of depreciation and amortization expense in our Consolidated Statements of Operations for the periods presented (in millions):

<b>Location – Statements of Operations</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
Selling, delivery, and administrative expenses	\$ 200	\$ 169	\$ 177
Cost of sales	121	95	103
Total depreciation and amortization	\$ 321	\$ 264	\$ 280

Our interests in assets acquired under capital leases are included in property, plant, and equipment and primarily relate to buildings and fleet assets. Amortization of capital lease assets is included in depreciation expense. Our net interests in assets acquired under capital leases totaled \$56 million as of December 31, 2011 (gross cost of \$169 million, net of accumulated amortization of \$113 million). The net present values of amounts due under capital leases are recorded as liabilities and are included in total debt. Refer to Note 6.

We assess the recoverability of the carrying amount of our property, plant, and equipment when events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. If we determine that the carrying amount of an asset or asset group is not recoverable based upon the expected undiscounted future cash flows of the asset or asset group, we

record an impairment loss equal to the excess of the carrying amount over the estimated fair value of the asset or asset group.

We capitalize certain development costs associated with internal use software, including external direct costs of materials and services and payroll costs for employees devoting time to a software project. Costs incurred during the preliminary project stage, as well as costs for maintenance and training, are expensed as incurred.

The following table summarizes our property, plant, and equipment as of the dates presented (in millions):

	December 31, 2011	December 31, 2010	Useful Life
Land	\$ 154	\$ 157	n/a
Building and improvements	880	887	20 to 40 years
Machinery, equipment, and containers	1,487	1,455	3 to 20 years
Cold drink equipment	1,446	1,369	3 to 13 years
Vehicle fleet	116	109	3 to 12 years
Furniture, office equipment, and software	320	291	3 to 10 years
Property, plant, and equipment	4,403	4,268	
Less: Accumulated depreciation and amortization	2,387	2,172	
	2,016	2,096	
Construction in process	214	124	
Property, plant, and equipment, net	\$ 2,230	\$ 2,220	

### Income Taxes

We compute and report income taxes on a separate return basis and recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial statement carrying amounts and the tax bases of our assets and liabilities. We establish valuation allowances if we believe that it is more likely than not that some or all of our deferred tax assets will not be realized. We do not recognize a tax benefit unless we conclude that it is more likely than not that the benefit will be sustained on audit by the taxing authority based solely on the technical merits of the associated tax position. If the recognition threshold is met, we recognize a tax benefit measured at the largest amount of the tax benefit that, in our judgment, is greater than 50 percent likely to be realized. We record interest and penalties related to unrecognized tax positions in interest expense, net and other nonoperating (expense) income, net, respectively, on our Consolidated Statements of Operations. Refer to Note 10.

In December 2011, we repatriated to the U.S. \$450 million of our 2011 non-U.S. earnings to satisfy our 2011 U.S.-based cash flow needs, including the payment of dividends, share repurchases, interest on U.S.-issued debt, salaries for U.S.-based employees, and other corporate-level operations in the U.S. As current year earnings are repatriated to the U.S., we record U.S. income taxes, as adjusted for foreign tax credits and withholding taxes payable to the various non-U.S. countries. Our historical earnings, including our 2011 non-U.S. earnings that were not repatriated in 2011, will continue to remain permanently reinvested outside of the U.S., and, if we do not generate sufficient current year non-U.S. earnings to repatriate to the U.S. in any future given year, we expect to have adequate access to capital in the U.S. to allow us to satisfy our U.S.-based cash flow needs in that year. Therefore, historical non-U.S. earnings and future non-U.S. earnings that are not repatriated to the U.S. will remain permanently reinvested and will be used to service our non-U.S. operations, non-U.S. debt, and to fund future acquisitions. Determination of the amount of any unrecognized deferred income tax liability on these non-U.S. earnings that are not repatriated to the U.S. is not practicable.

During 2012, we currently expect to repatriate to the U.S. a portion of our 2012 non-U.S. earnings to satisfy our 2012 U.S.-based cash flow needs. The amount to be repatriated to the U.S. will depend on, among other things, our actual 2012 non-U.S. earnings and our actual 2012 U.S.-based cash flow needs.

### Currency Translation

The assets and liabilities of our operations are translated from local currencies into our reporting currency, the U.S. dollar, at currency exchange rates in effect at the end of a reporting period. Gains and losses from the translation of our results are included in AOCI on our Consolidated Balance Sheets (refer to Note 13). Revenues and expenses are translated at average monthly currency exchange rates. Gains and losses arising from currency exchange rate fluctuations on transactions denominated in a currency other than the local functional currency are included in other nonoperating (expense) income, net on our Consolidated Statements of Operations.

## Fair Value Measurements

The fair values of our cash and cash equivalents, accounts receivable, and accounts payable approximate their carrying amounts due to their short-term nature. The fair values of our debt instruments are estimated based on debt with similar maturities and credit quality and current market interest rates (refer to Note 6). The estimated fair values of our derivative instruments are calculated based on market rates to settle the instruments. These values represent the estimated amounts we would receive upon sale or pay upon transfer, taking into consideration current market rates and credit risk.

The following tables summarize our assets and liabilities recorded at fair value on a recurring basis (at least annually) as of the dates presented (in millions):

	December 31, 2011	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivative assets <sup>(A)</sup>	\$ 45	\$ —	\$ 45	\$ —
Money market funds <sup>(B)</sup>	410	—	410	—
Pension plan assets <sup>(C)</sup>	1,078	175	857	46
Total assets	\$ 1,533	\$ 175	\$ 1,312	\$ 46
Derivative liabilities <sup>(A)</sup>	\$ 39	\$ —	\$ 39	\$ —

	December 31, 2010	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivative assets <sup>(A)</sup>	\$ 29	\$ —	\$ 29	\$ —
Pension plan assets <sup>(C)</sup>	1,001	219	780	2
Total assets	\$ 1,030	\$ 219	\$ 809	\$ 2
Derivative liabilities <sup>(A)</sup>	\$ 25	\$ —	\$ 25	\$ —

<sup>(A)</sup> We calculate derivative asset and liability amounts using a variety of valuation techniques, depending on the specific characteristics of the hedging instrument, taking into account credit risk. The fair value of our forward contracts (including cross currency swaps) and option contracts is determined using standard valuation models. The significant inputs used in these models are readily available in public markets or can be derived from observable market transactions and, therefore, our derivative contracts have been classified as Level 2. Inputs used in these standard valuation models include the applicable exchange or market rate, forward rates, and discount rates. The standard valuation model for our option contracts also uses implied volatility as an additional input. The discount rates are based on the historical rates for the currencies specific to the instrument being valued, and the implied volatility specific to individual options is based on quoted rates from a widely used third-party resource.

<sup>(B)</sup> We have investments in certain money market funds that hold a portfolio of short-term, high-quality, fixed-income securities issued by the U.S. Government. We classify these investments as cash equivalents due to their short-term nature and the ability for them to be readily converted into known amounts of cash. The fair value of these investments approximates their carrying value because of their short maturities. These investments are not publicly traded, so their fair value is determined based on the values of the underlying investments in money market funds.

<sup>(C)</sup> For additional information about our pension plan assets, including the determination of fair value, refer to Note 9.

During the fourth quarter of 2010, we acquired the bottling operations in Norway and Sweden from TCCC. All acquired assets and liabilities assumed were recorded at fair value on the date of acquisition, with the difference between the consideration paid and the fair value of the acquired assets and liabilities recorded as goodwill. For additional information about the acquisition of the bottling operations in Norway and Sweden, refer to Note 17.

As part of the Merger, we entered into a TSA with TCCC. We estimated the fair value of our indemnification obligation under this agreement on the date of the Merger to be approximately \$38 million, of which \$10 million related to items we determined were probable as of the date of the Merger. For additional information about this indemnification liability, refer to Note 10.

## **Derivative Financial Instruments**

We utilize derivative financial instruments to mitigate our exposure to certain market risks associated with ongoing operations. The primary risks that we seek to manage through the use of derivative financial instruments include currency exchange risk, commodity price risk, and interest rate risk. All derivative financial instruments are recorded at fair value on our Consolidated Balance Sheets. We do not use derivative financial instruments for trading or speculative purposes. While certain of our derivative instruments are designated as hedging instruments, we also enter into derivative instruments that are designed to hedge a risk, but are not designated as hedging instruments (referred to as an “economic hedge” or “non-designated hedges”). Changes in the fair value of these non-designated hedging instruments are recognized in the expense line item on our Consolidated Statements of Operations that is consistent with the nature of the hedged risk. We are exposed to counterparty credit risk on all of our derivative financial instruments. We have established and maintain strict counterparty credit guidelines and enter into hedges only with financial institutions that are investment grade or better. We continuously monitor counterparty credit risk, and utilize numerous counterparties to minimize our exposure to potential defaults. We do not require collateral under these agreements. Refer to Note 5.

## **Recently Issued Accounting Standards**

In June 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2011-05, “Presentation of Comprehensive Income” (ASU 2011-05). Under ASU 2011-05, an entity has the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Under both options, an entity will be required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. In December 2011, the FASB issued ASU 2011-12, “Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05” (ASU 2011-12), which deferred the requirement to present on the face of the financial statements reclassification adjustments for items that are reclassified from other comprehensive income to net income while the FASB further deliberates this aspect of the proposal. The amendments contained in ASU 2011-05 do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. The amendments also do not affect how earnings per share is calculated or presented. ASU 2011-05, as amended by ASU 2011-12, is effective for us on January 1, 2012. Although adopting the guidance will not impact our accounting for comprehensive income, it will affect our presentation of components of comprehensive income by eliminating the historical practice of showing these items within our Consolidated Statements of Shareowners’ Equity.

In September 2011, the FASB issued Accounting Standards Update No. 2011-08, “Testing Goodwill for Impairment” (ASU 2011-08). Under ASU 2011-08, an entity has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, performing the two-step impairment test is not required. The guidance does not change how an entity measures a goodwill impairment loss, and is therefore not expected to affect the information reported to users of an entity's financial statements. The guidance also includes examples of events and circumstances that an entity should consider in evaluating whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. We adopted this guidance effective January 1, 2012.



**Note 2****FRANCHISE LICENSE INTANGIBLE ASSETS AND GOODWILL**

The following table summarizes the changes in our net franchise license intangible assets and goodwill for the periods presented (in millions):

	<b>Franchise License Intangible Assets, net</b>	<b>Goodwill</b>
Balance at January 1, 2009	\$ 3,230	\$ —
Currency translation adjustments	257	—
Balance at December 31, 2009	3,487	—
Acquisition of the bottling operations in Norway and Sweden	496	131
Currency translation adjustments	(155)	—
Balance at December 31, 2010	3,828	131
Currency translation adjustments	(57)	(2)
Other	—	(5)
Balance at December 31, 2011	<u>\$ 3,771</u>	<u>\$ 124</u>

Our franchise license agreements contain performance requirements and convey to us the rights to distribute and sell products of the licensor within specified territories. Our license agreements with TCCC for each of our territories have terms of 10 years each and expire on October 2, 2020, with each containing the right for us to request a 10-year renewal. While these agreements contain no automatic right of renewal beyond that date, we believe that our interdependent relationship with TCCC and the substantial cost and disruption to TCCC that would be caused by nonrenewals ensure that these agreements will continue to be renewed and, therefore, are essentially perpetual. We have never had a franchise license agreement with TCCC terminated due to nonperformance of the terms of the agreement or due to a decision by TCCC to terminate an agreement at the expiration of a term. After evaluating the contractual provisions of our franchise license agreements, our mutually beneficial relationship with TCCC, and our history of renewals, we have assigned indefinite lives to all of our franchise license intangible assets.

We do not amortize our franchise license intangible assets and goodwill. Instead, we test these assets for impairment annually, or more frequently if facts or circumstances indicate they may be impaired. The annual testing date for impairment purposes is the last reporting day of October. The impairment tests for our franchise license intangible assets involves comparing the estimated fair value of the franchise license intangible assets for a reporting unit to its carrying amount to determine if a write-down to fair value is required. If the carrying amount of the franchise license intangible assets exceeds its estimated fair value, an impairment charge is recognized in an amount equal to the excess, not to exceed the carrying amount. The impairment test for our goodwill involves comparing the fair value of a reporting unit to its carrying amount, including goodwill, and after adjusting for any franchise license impairment charges (net of tax). If the carrying amount of the reporting unit exceeds its fair value, a second step is required to measure the goodwill impairment loss. This step compares the implied fair value of the reporting unit's goodwill to the carrying amount of that goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value of the goodwill, an impairment loss is recognized in an amount equal to the excess, not to exceed the carrying amount. Any subsequent recoveries in the estimated fair values of our franchise license intangible assets or goodwill are not recorded. The fair values calculated in these impairment tests are determined using discounted cash flow or other models involving assumptions that are based upon what we believe a hypothetical marketplace participant would use in estimating fair value on the measurement date. In developing these assumptions, we compare the resulting estimated enterprise value to our observable market enterprise value.

**2011 Impairment Analysis**

We performed our 2011 annual impairment test of our franchise license intangible assets and goodwill as of the last reporting day of October 2011. The results of the impairment test of our franchise license intangible assets and goodwill indicated that their estimated fair value exceeded their carrying value by a substantial margin, and, therefore, we have not recorded an impairment charge on these assets in 2011.

**2010 Impairment Analysis**

Based on our review of the facts and circumstances and updated assumptions as of the last reporting day of October 2010, we did not perform a full annual impairment analysis of our franchise license intangible assets or goodwill during 2010 since we concluded it was remote that changes in the facts and circumstances would have caused the fair value of these assets to fall below their

carrying amounts. This conclusion was based on the following factors: (1) the fair value of our franchise license intangible assets exceeded its carrying amount by a substantial margin in the most recent annual impairment analysis performed; (2) our business performance during 2010 exceeded the forecast used to estimate fair value in the most recent impairment analysis performed; (3) our outlook for 2011 and beyond was greater than the forecast used to estimate fair value in the most recent impairment analysis performed; (4) other significant assumptions used in estimating fair value, such as our weighted average cost of capital, had improved since the most recent impairment analysis performed; and (5) we had experienced significant appreciation in our market capitalization.

## 2009 Impairment Analysis

During 2009, our franchise license intangible assets were included as part of Legacy CCE's impairment testing. Legacy CCE performed its impairment tests at its operating segment level, which were Legacy CCE's reporting units. The results of the impairment tests performed by Legacy CCE during these periods indicated that the fair value of our franchise license intangible assets (Legacy CCE's Europe operating segment) exceeded their carrying amounts by a substantial margin.

### Note 3

#### RELATED PARTY TRANSACTIONS

##### Transactions with TCCC

We are a marketer, producer, and distributor principally of products of TCCC, with greater than 90 percent of our sales volume consisting of sales of TCCC products. Our license arrangements with TCCC are governed by product licensing agreements. From time to time, the terms and conditions of programs with TCCC are modified.

In connection with the Merger, we (1) signed license agreements with TCCC for each of our territories that extend through October 2, 2020 with terms of 10 years each, with each containing the right for us to request a 10-year renewal, and (2) signed an agreement with TCCC for an incidence-based concentrate pricing model across all of our territories that extends through December 31, 2015.

The following table summarizes the transactions with TCCC that directly affected our Consolidated Statements of Operations for the periods presented (in millions):

	2011	2010	2009
<b>Amounts affecting net operating revenues:</b>			
Fountain syrup and packaged product sales	\$ 16	\$ 19	\$ 21
<b>Amounts affecting cost of sales:</b>			
Purchases of concentrate, syrup, mineral water, and juice	\$ (2,373)	\$ (2,017)	\$ (1,971)
Purchases of finished products	(60)	(28)	(26)
Marketing support funding earned	198	178	168
Total	<u>\$ (2,235)</u>	<u>\$ (1,867)</u>	<u>\$ (1,829)</u>

##### Merger-Related Transactions

During 2011, we settled items between us and TCCC related to the Merger as provided for in the Agreement. The net amount of these items resulted in a payment to us from TCCC of approximately \$71 million, which included: (1) a payment from TCCC of approximately \$41 million representing the settlement of Legacy CCE's cash balances at the effective date of the Merger; (2) a payment from TCCC of approximately \$23 million representing the difference between the Gross Indebtedness of Legacy CCE's North American Business at the effective date of the Merger and the \$8.88 billion target Gross Indebtedness in the Agreement; (3) a payment from TCCC of approximately \$23 million related to settlement of outstanding items under the TSA; (4) a payment to TCCC of approximately \$14 million related to our revised estimate of the tax benefits assumed by TCCC; and (5) a payment to TCCC of approximately \$2 million related to the final determination of the working capital of Legacy CCE's North American Business at the effective date of the Merger. The offset to each of these adjustments was recorded to additional paid-in capital on our Consolidated Balance Sheets since the adjustments were directly related to the Merger. In the future, there could be additional tax items related to the Merger that require cash settlements under the TSA as tax audits are resolved and refund claims are pursued by both us and TCCC.

During the third quarter of 2011, we also settled items between us and TCCC related to the Norway-Sweden SPA. The net amount of these items resulted in a payment by us to TCCC of \$1 million, which included: (1) an amount due from TCCC of approximately

\$5 million based on the adjusted EBITDA (as defined) of the Norway and Sweden business for the 12 months ended December 31, 2010, and (2) an amount due to TCCC of approximately \$6 million related to the final determination of working capital (as defined). The offset to these adjustments was recorded to goodwill on our Consolidated Balance Sheets. For additional information about our acquisition of the Norway and Sweden bottling operations, refer to Note 17.

For additional information about certain remaining indemnity obligations to TCCC as part of the Merger, refer to Notes 8 and 10.

### **Fountain Syrup and Packaged Product Sales**

We act as a billing and delivery agent for TCCC in certain territories for certain fountain customers on behalf of TCCC and receive distribution fees from TCCC for those sales. We invoice and collect amounts receivable for these fountain syrup sales on behalf of TCCC. We also sell bottle and can products to TCCC at prices that are generally similar to the prices charged by us to our major customers.

### **Purchases of Concentrate, Syrup, Mineral Water, Juice, and Finished Products**

We purchase concentrate, syrup, mineral water, and juice from TCCC to produce, package, distribute, and sell TCCC's products under product licensing agreements. We also purchase finished products from TCCC for sale within certain territories. The product licensing agreements give TCCC complete discretion to set prices of concentrate and finished products. Pricing of mineral water is also based on contractual arrangements with TCCC.

### **Marketing Support Funding Earned and Other Arrangements**

We and TCCC engage in a variety of marketing programs to promote the sale of products of TCCC in territories in which we operate. The amounts to be paid to us by TCCC under the programs are generally determined annually and are periodically reassessed as the programs progress. Under the licensing agreements, TCCC is under no obligation to participate in the programs or continue past levels of funding in the future. The amounts paid and terms of similar programs with other licensees may differ. Marketing support funding programs granted to us, intended to offset a portion of the costs of the programs, provide financial support principally based on product sales or upon the completion of stated requirements.

Legacy CCE and TCCC had a Global Marketing Fund under which TCCC was obligated to pay Legacy CCE \$61.5 million annually through December 31, 2014, as support for marketing activities. Annually, including in 2009 and 2010, \$45 million of this amount was allocated to Legacy CCE's European business. Following the Merger, and as part of the agreement with TCCC for an incidence-based concentrate pricing model that extends through December 31, 2015, we will continue to receive \$45 million annually through December 31, 2015, except under certain limited circumstances. The agreement will automatically be extended for successive 10-year periods thereafter unless either party gives written notice to terminate the agreement. We earn annual funding under the agreement if both parties agree on an annual marketing and business plan. TCCC may terminate the agreement for the balance of any year in which we fail to timely complete the marketing plan or are unable to execute the elements of that plan, when such failure is within our reasonable control. During 2011, we received \$45 million under the Global Marketing Fund with TCCC.

### **Other Transactions**

Other transactions with TCCC include certain financial and human resources services provided under a Transition Services Agreement, management fees, office space leases, and purchases of point-of-sale and other advertising items, all of which were not material to our Consolidated Financial Statements.

### **Cold Drink Equipment Placement Programs**

We and TCCC are parties to the Cold Drink Equipment Purchase Partnership Programs (Jumpstart Programs). The Jumpstart Programs were designed to promote the purchase and placement of cold drink equipment. By the end of 2007, we had met our obligations to purchase and place cold drink equipment (principally vending machines and coolers). Under the Jumpstart Programs, as amended, we agree to:

- Maintain the equipment in service, with certain exceptions, for a minimum period of 12 years after placement;
- Maintain and stock the equipment in accordance with specified standards for marketing TCCC products;
- Report annually to TCCC during the period the equipment is in service whether or not, on average, the equipment purchased has generated a contractually stated minimum sales volume of TCCC products; and
- Relocate equipment if the previously placed equipment is not generating sufficient sales volume of TCCC products to meet the minimum requirements. Movement of the equipment is required only if it is determined that, on average,

sufficient volume is not being generated, and it would help to ensure our performance under the Jumpstart Programs. Historically, our throughput on equipment placed under the Jumpstart Programs has exceeded the throughput requirements of the Jumpstart Programs, and material movements of equipment have not been required.

### Transactions with Legacy CCE

#### *Amounts Due To/From Legacy CCE*

Prior to the Merger, we had amounts due to/from Legacy CCE that had various maturity dates and were typically issued at fixed interest rates that approximated interest rates in effect at the time of issuance. To facilitate the Merger, all of these loans were settled in the third quarter of 2010. During 2010 and 2009, we had interest expense related to these amounts of \$40 million and \$68 million, respectively. During 2010 and 2009, we had interest income related to these amounts of \$7 million and \$9 million, respectively.

#### *Allocation of Legacy CCE Corporate Expenses*

Prior to the Merger, our Consolidated Financial Statements included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger. During the first nine months of 2010, our allocated expenses from Legacy CCE's corporate segment totaled \$160 million. During 2009, our allocated expenses from Legacy CCE's corporate segment totaled \$168 million.

### Note 4

#### ACCOUNTS PAYABLE AND ACCRUED EXPENSES

The following table summarizes our accounts payable and accrued expenses as of the dates presented (in millions):

	December 31, 2011	December 31, 2010
Trade accounts payable	\$ 473	\$ 494
Accrued marketing costs	461	470
Accrued compensation and benefits	262	281
Accrued taxes	239	139
Accrued deposits	97	99
Other accrued expenses	184	185
Accounts payable and accrued expenses	<u>\$ 1,716</u>	<u>\$ 1,668</u>

**Note 5****DERIVATIVE FINANCIAL INSTRUMENTS**

The following table summarizes the fair value of our assets and liabilities related to derivative financial instruments and the respective line items in which they were recorded in our Consolidated Balance Sheets as of the dates presented (in millions):

<b>Hedging Instruments</b>	<b>Location – Balance Sheets</b>	<b>December 31, 2011</b>	<b>December 31, 2010</b>
<b>Assets:</b>			
Derivatives designated as hedging instruments:			
Non-U.S. currency contracts <sup>(A)</sup>	Prepaid expenses and other current assets	\$ 11	\$ 11
Non-U.S. currency contracts	Other noncurrent assets, net	26	13
<b>Total</b>		<b>37</b>	<b>24</b>
Derivatives not designated as hedging instruments:			
Non-U.S. currency contracts	Prepaid expenses and other current assets	3	—
Commodity contracts	Prepaid expenses and other current assets	5	4
Commodity contracts	Other noncurrent assets, net	—	1
<b>Total</b>		<b>8</b>	<b>5</b>
<b>Total Assets</b>		<b>\$ 45</b>	<b>\$ 29</b>
<b>Liabilities:</b>			
Derivatives designated as hedging instruments:			
Non-U.S. currency contracts <sup>(A)</sup>	Accounts payable and accrued expenses	\$ 28	\$ 17
Non-U.S. currency contracts	Other noncurrent liabilities, net	1	1
<b>Total</b>		<b>29</b>	<b>18</b>
Derivatives not designated as hedging instruments:			
Non-U.S. currency contracts	Accounts payable and accrued expenses	7	7
Commodity contracts	Accounts payable and accrued expenses	2	—
Commodity contracts	Other noncurrent liabilities, net	1	—
<b>Total</b>		<b>10</b>	<b>7</b>
<b>Total Liabilities</b>		<b>\$ 39</b>	<b>\$ 25</b>

<sup>(A)</sup> Amounts include the gross interest receivable or payable on our cross-currency swap agreements.

**Fair Value Hedges**

We utilized certain interest rate swap agreements designated as fair value hedges to mitigate our exposure to changes in the fair value of fixed-rate debt resulting from fluctuations in interest rates. The gain or loss on the derivative and the offsetting gain or loss on the hedged item attributable to the hedged risk was recognized in interest expense, net – third party on our Consolidated Statements of Operations. As of December 31, 2011 and 2010, we had no fair value hedges outstanding. The following table summarizes the effect of our derivative financial instruments designated as fair value hedges on our Consolidated Statements of Operations for the periods presented (in millions):

<b>Fair Value Hedging Instruments<sup>(A)</sup></b>	<b>Location – Statements of Operations</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
Interest rate swap agreements	Interest expense, net – third party	\$ —	\$ (12)	\$ —
Fixed-rate debt	Interest expense, net – third party	—	12	—

<sup>(A)</sup> The amount of ineffectiveness associated with these hedges was not material.

**Cash Flow Hedges**

We use cash flow hedges to mitigate our exposure to changes in cash flows attributable to currency fluctuations associated with certain forecasted transactions, including purchases of raw materials and services denominated in non-functional currencies, the receipt of interest and principal on intercompany loans denominated in non-functional currencies, and the payment of interest and

principal on debt issuances in a non-functional currency. Effective changes in the fair value of these cash flow hedging instruments are recognized in AOCI on our Consolidated Balance Sheets. The effective changes are then recognized in the period that the forecasted purchases or payments impact earnings in the expense line item that is consistent with the nature of the underlying hedged item. Any changes in the fair value of these cash flow hedges that are the result of ineffectiveness are recognized immediately in the expense line item that is consistent with the nature of the underlying hedged item. The following table summarizes our outstanding cash flow hedges as of the dates presented (all contracts denominated in a non-U.S. currency have been converted into U.S. dollars using the period end spot rate):

Type	December 31, 2011		December 31, 2010	
	Notional Amount	Latest Maturity	Notional Amount	Latest Maturity
Non-U.S. currency hedges	USD 1.6 billion	June 2021	USD 1.3 billion	June 2021

The following tables summarize the net of tax effect of our derivative financial instruments designated as cash flow hedges on our AOCI and Consolidated Statements of Operations for the periods presented (in millions):

Cash Flow Hedging Instruments	Amount of Gain/ (Loss) Recognized in AOCI on Derivative Instruments <sup>(A)</sup>		
	2011	2010	2009
Non-U.S. currency contracts	\$ 9	\$ 9	\$ (11)

Cash Flow Hedging Instruments	Location – Statements of Operations	Amount of Gain/ (Loss) Reclassified from AOCI into Earnings <sup>(B)</sup>		
		2011	2010	2009
Non-U.S. currency contracts	Cost of sales	\$ 2	\$ (4)	\$ 15
Non-U.S. currency contracts <sup>(C)</sup>	Other nonoperating (expense) income, net	16	22	(10)
Total		\$ 18	\$ 18	\$ 5

<sup>(A)</sup> The amount of ineffectiveness associated with these hedges was not material.

<sup>(B)</sup> Over the next 12 months, deferred losses totaling \$8 million are expected to be reclassified from AOCI on our Consolidated Balance Sheets into the expense line item on our Consolidated Statement of Operations that is consistent with the nature of the underlying hedged item as the forecasted transactions occur.

<sup>(C)</sup> The gain (loss) recognized on these currency contracts is offset by the gain (loss) recognized on the remeasurement of the underlying debt instruments; therefore, there is a minimal consolidated net effect in other nonoperating (expense) income, net on our Consolidated Statements of Operations.

### Economic (Non-designated) Hedges

We periodically enter into derivative instruments that are designed to hedge various risks, but are not designated as hedging instruments. These hedged risks include those related to currency and commodity price fluctuations associated with certain forecasted transactions, including purchases of aluminum, sugar, and vehicle fuel. At times, we also enter into other short-term non-designated hedges to mitigate our exposure to changes in cash flows attributable to currency fluctuations associated with short-term intercompany loans and certain cash equivalents denominated in non-functional currencies. The following table summarizes our outstanding economic hedges as of the dates presented:

Type	December 31, 2011		December 31, 2010	
	Notional Amount	Latest Maturity	Notional Amount	Latest Maturity
Non-U.S. currency hedges	USD 404 million	September 2012	USD 371 million	February 2011
Commodity hedges	USD 95 million	December 2013	USD 35 million	October 2012

Changes in the fair value of outstanding economic hedges are recognized each reporting period in the expense line item on our Consolidated Statements of Operations that is consistent with the nature of the hedged risk. The following table summarizes the gains (losses) recognized from our non-designated derivative financial instruments on our Consolidated Statements of Operations for the periods presented (in millions):

Location – Statements of Operations	2011	2010	2009
Cost of sales	\$ (4)	\$ —	\$ 6
Selling, delivery, and administrative expenses	8	4	1
Interest expense, net	—	2	(3)
Other nonoperating income, net <sup>(A)</sup>	24	17	—
<b>Total</b>	<b>\$ 28</b>	<b>\$ 23</b>	<b>\$ 4</b>

<sup>(A)</sup> The gain recognized on these currency contracts is offset by the loss recognized on the remeasurement of the underlying hedged items; therefore, there is a minimal consolidated net effect in other nonoperating expense, net on our Consolidated Statements of Operations.

Mark-to-market gains/losses related to our non-designated commodity hedges are recognized in the earnings of our Corporate segment until such time as the underlying hedged transaction affects the earnings of our Europe operating segment. In the period the underlying hedged transaction occurs, the accumulated mark-to-market gains/losses related to the hedged transaction are reclassified from the earnings of our Corporate segment into the earnings of our Europe operating segment. This treatment allows our Europe operating segment to reflect the true economic effects of the underlying hedged transaction in the period the hedged transaction occurs without experiencing the mark-to-market volatility associated with these non-designated commodity hedges.

As of December 31, 2011, our Corporate segment included net mark-to-market losses on non-designated commodity hedges totaling \$1 million. These amounts will be reclassified into the earnings of our Europe operating segment when the underlying hedged transaction occurs. For additional information about our segment reporting, refer to Note 14. The following table summarizes the deferred gain (loss) activity in our Corporate segment during 2011 (in millions):

Gains (Losses) Deferred at Corporate Segment	Cost of Sales	SD&A	Total
Balance at December 31, 2010	\$ 1	\$ 1	\$ 2
(Losses) gains recognized during the period and recorded in the Corporate segment, net	(4)	6	2
Less: Gains transferred to the Europe operating segment, net	—	(5)	(5)
<b>Balance at December 31, 2011</b>	<b>\$ (3)</b>	<b>\$ 2</b>	<b>\$ (1)</b>

### Net Investment Hedges

During 2011, we entered into certain currency forwards designated as net investment hedges of our non-U.S. subsidiaries. Changes in the fair value of these hedges resulting from currency exchange rate changes are recognized in AOCI on our Consolidated Balance Sheets to offset the change in the carrying value of the net investment being hedged. Any changes in the fair value of these hedges that are the result of ineffectiveness are recognized immediately in other nonoperating expense, net on our Consolidated Statements of Operations. During 2011, we recorded a net of tax gain of \$15 million in AOCI on our Consolidated Balance Sheets related to these hedges. During the fourth quarter of 2011, we received \$22 million to settle a portion of these hedges. At December 31, 2011, these hedges were an asset of \$1 million, which was recorded in prepaid expenses and other current assets on our Consolidated Balance Sheets. During 2011, the amount of ineffectiveness associated with these hedges was not material.

The following table summarizes our outstanding instruments designated as net investment hedges as of the dates presented:

Type	December 31, 2011		December 31, 2010	
	Notional Amount	Latest Maturity	Notional Amount	Latest Maturity
Non-U.S. currency hedges	USD 125 million	December 2012	n/a	n/a



**Note 6**  
**DEBT AND CAPITAL LEASES**

The following table summarizes our debt as of the dates presented (in millions, except rates):

	December 31, 2011		December 31, 2010	
	Principal Balance	Rates <sup>(A)</sup>	Principal Balance	Rates <sup>(A)</sup>
U.S. dollar commercial paper	\$ —	—%	\$ 145	0.3%
U.S. dollar notes due 2013-2021 <sup>(B)</sup>	2,289	2.6	1,393	2.4
Euro notes due 2017	453	3.1	468	3.1
Swiss franc notes due 2013 <sup>(C)</sup>	213	3.8	214	3.8
Capital lease obligations <sup>(D)</sup>	57	n/a	66	n/a
Total third-party debt <sup>(E) (F)</sup>	3,012		2,286	
Less: current portion of third-party debt	16		162	
Third-party debt, less current portion	\$ 2,996		\$ 2,124	

<sup>(A)</sup> These rates represent the weighted average interest rates or effective interest rates on the balances outstanding, as adjusted for the effects of interest rate swap agreements, if applicable.

<sup>(B)</sup> In February 2011, we issued \$300 million, 4.5 percent notes due 2021, and \$100 million, floating-rate notes due 2014 (as of December 31, 2011, the rate in effect on these floating-rate notes was 0.8 percent). In August 2011, we issued \$250 million, 2.0 percent notes due 2016, and \$250 million, 3.3 percent notes due 2021.

<sup>(C)</sup> Our Swiss franc notes due 2013 are guaranteed by Legacy CCE, as well as CCE.

<sup>(D)</sup> These amounts represent the present value of our minimum capital lease obligations.

<sup>(E)</sup> At December 31, 2011, approximately \$213 million of our outstanding third-party debt was issued by our subsidiaries and guaranteed by CCE.

<sup>(F)</sup> The total fair value of our outstanding third-party debt was \$3.1 billion and \$2.2 billion at December 31, 2011 and December 31, 2010, respectively. The fair value of our third-party debt is estimated using quoted market prices for publicly traded instruments, and for non-publicly traded instruments through a variety of valuation techniques depending on the specific characteristics of the debt instrument, taking into account credit risk.



## Future Maturities

The following table summarizes our third-party debt maturities and capital lease obligations as of December 31, 2011 (in millions):

Years Ending December 31,	Debt Maturities
2012	\$ —
2013	613
2014	100
2015	473
2016	250
Thereafter	1,519
Third-party debt, excluding capital leases	\$ 2,955

Years Ending December 31,	Capital Leases
2012	\$ 18
2013	19
2014	10
2015	8
2016	3
Thereafter	6
Total minimum lease payments	64
Less: amounts representing interest	7
Present value of minimum lease payments	57
Total third-party debt	\$ 3,012

## Credit Facilities

We have amounts available to us for borrowing under a \$1 billion multi-currency credit facility with a syndicate of eight banks. This credit facility serves as a backstop to our commercial paper program, supports our working capital needs, and matures in 2014. At December 31, 2011, our availability under this credit facility was \$1 billion. Based on information currently available to us, we have no indication that the financial institutions syndicated under this facility would be unable to fulfill their commitments to us as of the date of the filing of this report.

## Covenants

Our credit facility and outstanding third-party notes contain various provisions that, among other things, require limitation of the incurrence of certain liens or encumbrances in excess of defined amounts. Additionally, our credit facility requires that our net debt to total capital ratio does not exceed a defined amount. We were in compliance with these requirements as of December 31, 2011. These requirements currently are not, and it is not anticipated they will become, restrictive to our liquidity or capital resources.

## Note 7

### OPERATING LEASES

We lease land, office and warehouse space, computer hardware, machinery and equipment, and vehicles under noncancelable operating lease agreements expiring at various dates through 2027. Some lease agreements contain standard renewal provisions that allow us to renew the lease at rates equivalent to fair market value at the end of the lease term. Under lease agreements that contain escalating rent provisions, lease expense is recorded on a straight-line basis over the lease term. Under lease agreements that contain rent holidays, rent expense is recorded on a straight-line basis over the entire lease term, including the period covered by the rent holiday. Rent expense under noncancelable operating lease agreements totaled \$88 million, \$80 million, and \$77 million during 2011, 2010, and 2009, respectively. Prior to the Merger, these amounts only represent rent expense related to Legacy CCE's Europe operating segment.

The following table summarizes our minimum lease payments under noncancelable operating leases with initial or remaining lease terms in excess of one year as of December 31, 2011 (in millions):

Years Ending December 31,	Operating Leases
2012	\$ 78
2013	77
2014	64
2015	51
2016	51
Thereafter	85
<b>Total minimum operating lease payments<sup>(A)</sup></b>	<b>\$ 406</b>

<sup>(A)</sup> Income associated with sublease arrangements is not significant.

## Note 8 COMMITMENTS AND CONTINGENCIES

### Purchase Commitments

We have noncancelable purchase agreements with various suppliers that specify a fixed or minimum quantity that we must purchase. All purchases made under these agreements are subject to standard quality and performance criteria. The following table summarizes our purchase commitments as of December 31, 2011 (in millions):

Years Ending December 31,	Purchase Commitments <sup>(A)</sup>
2012	\$ 296
2013	90
2014	64
2015	37
2016	24
Thereafter	84
<b>Total purchase commitments</b>	<b>\$ 595</b>

<sup>(A)</sup> These commitments do not include amounts related to supply agreements that require us to purchase a certain percentage of our future raw material needs from a specific supplier, since such agreements do not specify a fixed or minimum quantity.

### Legal Contingencies

In connection with the Merger, three putative class action lawsuits were filed in the Superior Court of Fulton County, Georgia, and five putative class action lawsuits were filed in Delaware Chancery Court. The lawsuits were similar and asserted claims on behalf of Legacy CCE's shareowners for various breaches of fiduciary duty in connection with the Merger. The lawsuits named Legacy CCE, the Legacy CCE Board of Directors, and TCCC as defendants; we assumed Legacy CCE's obligations in connection with these lawsuits upon consummation of the Merger. Plaintiffs in each case sought to enjoin the transaction, to declare the deal void and rescind the transaction, to require disgorgement of all profits the defendants receive from the transaction, and to recover damages, attorneys' fees, and litigation expenses. Prior to consummation of the Merger, the parties had agreed in principle to a settlement of these cases, which was subject to approval by the Georgia court. At the final settlement approval hearing on June 8, 2011, the Georgia court entered an Order and Final Judgment approving the settlement, certifying the class of plaintiffs, and approving an award of attorneys' fees and expenses to plaintiffs' counsel in the amount of \$4.8 million. Per the Agreement, the liability for these attorneys' fees and expenses was to be shared equally between us and TCCC. On June 14, 2011, the Delaware court entered a Notice and Order of Voluntary Dismissal of the Delaware consolidated cases. In June 2011, we paid to plaintiffs' counsel our equal share of the attorneys' fees totaling approximately \$2.4 million. This matter is now closed. For additional information about the Merger, refer to Note 1.

## Tax Audits

Our tax filings for various periods are subjected to audit by tax authorities in most jurisdictions in which we do business. These audits may result in assessments of additional taxes that are subsequently resolved with the authorities or potentially through the courts. We believe that we have adequately provided for any assessments that could result from those proceedings where it is more likely than not that we will pay some amount.

## Workforce (Unaudited)

At December 31, 2011, we employed approximately 13,250 people, of which approximately 150 were located in the U.S. A majority of our employees in Europe are covered by collectively bargained labor agreements, most of which do not expire. However, wage rates must be renegotiated at various dates through 2013. We believe that we will be able to renegotiate agreements with satisfactory terms.

## Indemnifications

In the normal course of business, we enter into agreements that provide general indemnifications. We have not made significant indemnification payments under such agreements in the past, and we believe the likelihood of incurring such a payment obligation in the future is remote. Furthermore, we cannot reasonably estimate future potential payment obligations because we cannot predict when and under what circumstances they may be incurred. As a result, we have not recorded a liability in our Consolidated Financial Statements with respect to these general indemnifications.

We have certain indemnity obligations to TCCC as part of the Merger. Under the Agreement, we agreed to indemnify TCCC for liabilities, including, but not limited to, those resulting from the breach of representations, warranties, or covenants of Legacy CCE or CCE, as well as liabilities of CCE, as set forth in the Agreement and certain ancillary agreements prior to the effective date of the Merger. On July 1, 2011, our indemnity obligations related to certain of these representations and warranties (other than certain fundamental representations, as defined, and for willful material breach) expired with no claim for breach of those representations or warranties having been made by TCCC. For additional information about our indemnity obligations, refer to Note 1. In addition, we continue to have indemnity obligations under the TSA (refer to Note 10).

## Note 9

### EMPLOYEE BENEFIT PLANS

#### Pension Plans

We sponsor a number of defined benefit pension plans covering the majority of our non-U.S. employees. All pension plans are measured as of December 31.

#### Net Periodic Benefit Costs

The following table summarizes the net periodic benefit cost of our pension plans for the periods presented (in millions):

	2011	2010	2009
<b>Components of net periodic benefit costs:</b>			
Service cost	\$ 49	\$ 41	\$ 34
Interest cost	55	51	46
Expected return on plan assets	(73)	(65)	(56)
Amortization of prior service cost	3	2	3
Amortization of actuarial loss	7	9	—
Net periodic benefit cost	41	38	27
Other	3	—	7
Total cost	\$ 44	\$ 38	\$ 34

### Actuarial Assumptions

The following table summarizes the weighted average actuarial assumptions used to determine the net periodic benefit costs of our pension plans for the periods presented:

	<u>2011</u>	<u>2010</u>	<u>2009</u>
Discount rate	5.5%	5.6%	6.3%
Expected return on assets	6.8	7.0	7.1
Rate of compensation increase	3.9	4.0	3.8

The following table summarizes the weighted average actuarial assumptions used to determine the benefit obligations of our pension plans as of the dates presented:

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Discount rate	5.0%	5.5%
Rate of compensation increase	3.6	3.9

## Benefit Obligation and Fair Value of Plan Assets

The following table summarizes the changes in our pension plan benefit obligation and the fair value of our plan assets as of the dates presented (in millions):

	December 31, 2011	December 31, 2010
<b>Reconciliation of benefit obligation:</b>		
Benefit obligation at beginning of plan year	\$ 986	\$ 943
Service cost	49	41
Interest cost	55	51
Plan participants' contributions	—	4
Actuarial loss (gain)	63	(2)
Benefit payments	(30)	(32)
Plan amendments	8	—
Currency translation adjustments	(16)	(38)
Acquisition (Norway pension plan)	—	24
Other	—	(5)
Benefit obligation at end of plan year	<u>\$ 1,115</u>	<u>\$ 986</u>
<b>Reconciliation of fair value of plan assets:</b>		
Fair value of plan assets at beginning of plan year	\$ 1,001	\$ 838
Actual gain on plan assets	52	93
Employer contributions	68	116
Plan participants' contributions	—	4
Benefit payments	(30)	(32)
Acquisition (Norway pension plan)	—	19
Currency translation adjustments	(13)	(32)
Other	—	(5)
Fair value of plan assets at end of plan year	<u>\$ 1,078</u>	<u>\$ 1,001</u>

The following table summarizes the PBO, the accumulated benefit obligation (ABO), and the fair value of plan assets for our pension plans with an ABO in excess of plan assets and for our pension plans with a PBO in excess of plan assets as of the dates presented (in millions):

	December 31, 2011	December 31, 2010
<b>Information for plans with an ABO in excess of plan assets:</b>		
PBO	\$ 47	\$ 44
ABO	41	39
Fair value of plan assets	2	2
<b>Information for plans with a PBO in excess of plan assets:</b>		
PBO	\$ 172	\$ 154
ABO	127	115
Fair value of plan assets	105	91

## Funded Status

The following table summarizes the funded status of our pension plans and the amounts recognized in our Consolidated Balance Sheets as of our measurement date for the periods presented (in millions):

	2011	2010
<b>Funded status:</b>		
PBO	\$ (1,115)	\$ (986)
Fair value of plan assets	1,078	1,001
Net funded status	(37)	15
Funded status - overfunded	30	78
Funded status - underfunded	\$ (67)	\$ (63)
<b>Amounts recognized in the balance sheet consist of:</b>		
Noncurrent assets	\$ 30	\$ 78
Current liabilities	(7)	(7)
Noncurrent liabilities	(60)	(56)
Net amounts recognized	\$ (37)	\$ 15

The ABO for our pension plans as of December 31, 2011 and 2010 was \$907 million and \$774 million, respectively.

## Accumulated Other Comprehensive Income

The following table summarizes the amounts recorded in AOCI which have not yet been recognized as a component of net periodic benefit cost as of the dates presented (pretax; in millions):

	December 31, 2011	December 31, 2010
<b>Amounts in AOCI:</b>		
Prior service cost	\$ 17	\$ 12
Net losses	290	216
Amounts in AOCI	\$ 307	\$ 228

The following table summarizes the changes in AOCI for the periods presented related to our pension plans (pretax; in millions):

	2011	2010
<b>Reconciliation of AOCI:</b>		
AOCI at beginning of plan year	\$ 228	\$ 280
Prior service cost recognized during the year	(3)	(2)
Prior service cost occurring during the year	8	—
Net losses recognized during the year	(7)	(9)
Net losses (gains) occurring during the year	84	(31)
Net adjustments to AOCI	82	(42)
Currency exchange rate changes	(3)	(10)
AOCI at end of plan year	\$ 307	\$ 228

The following table summarizes the amounts in AOCI expected to be amortized and recognized as a component of net periodic benefit cost for the period presented (pretax; in millions):

	2012
Amortization of prior service credit	\$ 5
Amortization of net losses	12
Total amortization expense	<u>\$ 17</u>

### Pension Plan Assets

We have established formal investment policies for the assets associated with our pension plans. Policy objectives include (1) maximizing long-term return at acceptable risk levels; (2) diversifying among asset classes, if appropriate, and among investment managers; and (3) establishing relevant risk parameters within each asset class. Investment policies reflect the unique circumstances of the respective plans and include requirements designed to mitigate risk including quality and diversification standards. Asset allocation targets are based on periodic asset liability and/or risk budgeting study results which help determine the appropriate investment strategies for acceptable risk levels. The investment policies permit variances from the targets within certain parameters.

Factors such as asset class allocations, long-term rates of return (actual and expected), and results of periodic asset liability modeling studies are considered when constructing the long-term rate of return assumption for our pension plans. While historical rates of return play an important role in the analysis, we also take into consideration data points from other external sources if there is a reasonable justification to do so. The following table summarizes our weighted average pension asset allocations as of our measurement date for the periods presented and the expected long-term rates of return by asset category:

Asset Category	Weighted Average Allocation			Weighted Average Expected Long-Term Rate of Return <sup>(A)</sup>
	Target	Actual		
	2012	2011	2010	
Equity securities	53%	54%	60%	8.4%
Fixed income securities	30	34	23	3.2%
Short-term investments	—	—	5	—
Other investments <sup>(B)</sup>	17	12	12	7.9%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>	6.8%

<sup>(A)</sup> The weighted average expected long-term rate of return by asset category is based on our target allocation.

<sup>(B)</sup> Other investments generally include hedge funds, real estate funds, and insurance contracts.

The following tables summarize our pension plan assets measured at fair value as of the dates presented (in millions):

	December 31, 2011	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Equity securities:<sup>(A)</sup></b>				
U.S. equities	\$ 57	\$ —	\$ 57	\$ —
International	524	173	351	—
Common trust funds	1	—	1	—
<b>Fixed income securities:</b>				
Common trust funds <sup>(B)</sup>	78	—	78	—
Corporate bonds and notes <sup>(C)</sup>	17	—	17	—
Non-U.S. government securities <sup>(C)</sup>	275	—	275	—
<b>Short-term investments<sup>(D)</sup></b>	4	2	2	—
<b>Other investments:</b>				
Real estate funds <sup>(E)</sup>	56	—	56	—
Insurance contracts <sup>(F)</sup>	22	—	20	2
Hedge funds <sup>(G)</sup>	44	—	—	44
	<u>\$ 1,078</u>	<u>\$ 175</u>	<u>\$ 857</u>	<u>\$ 46</u>

	December 31, 2010	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Equity securities:<sup>(A)</sup></b>				
U.S. equities	\$ 11	\$ —	\$ 11	\$ —
International	588	170	418	—
Common trust funds	1	—	1	—
<b>Fixed income securities:</b>				
Common trust funds <sup>(B)</sup>	209	—	209	—
Corporate bonds and notes <sup>(C)</sup>	7	—	7	—
Non-U.S. government securities <sup>(C)</sup>	11	—	11	—
<b>Short-term investments<sup>(D)</sup></b>	51	49	2	—
<b>Other investments:</b>				
Real estate funds <sup>(E)</sup>	46	—	46	—
Insurance contracts <sup>(F)</sup>	23	—	21	2
Multi-asset common trust funds <sup>(H)</sup>	28	—	28	—
Hedge funds <sup>(G)</sup>	26	—	26	—
	<u>\$ 1,001</u>	<u>\$ 219</u>	<u>\$ 780</u>	<u>\$ 2</u>

(A) Equity securities are comprised of the following investment types: (1) common stock; (2) preferred stock; and (3) common trust funds. Investments in common and preferred stocks are valued using quoted market prices multiplied by the number of shares owned. Investments in common trust funds are valued at the net asset value per share multiplied by the number of shares held as of the measurement date.

(B) The underlying investments held in the common trust funds are actively managed fixed income investment vehicles that are valued at the net asset value per share multiplied by the number of shares held as of the measurement date.

(C) These investments are valued utilizing a market approach that includes various valuation techniques and sources such as value generation models, broker quotes in active and non-active markets, benchmark yields and securities, reported trades, issuer spreads, and/or other applicable reference data.



- (D) Short-term investments are valued at \$1.00/unit, which approximates fair value. Amounts are generally invested in actively managed common trust funds or interest-bearing accounts.
- (E) Real estate funds are valued at net asset value, which is calculated using the most recent partnership financial reports, adjusted, as appropriate, for any lag between the date of the financial reports and the measurement date. As of December 31, 2011, it is not probable that we will sell these investments at an amount other than net asset value.
- (F) Insurance contracts are valued at book value, which approximates fair value, and is calculated using the prior year balance plus or minus investment returns and changes in cash flows.
- (G) Hedge funds are held in private investment funds. These investments are valued based primarily on the net asset value information provided by the management of each private investment fund multiplied by the number of shares held as of the measurement date, net of any accrued management and incentive fees due to the fund managers.
- (H) Multi-asset common trust funds are comprised of equity securities, bonds, and term deposits, and are primarily invested in mutual funds. These investments are valued at the net asset value per share multiplied by the number of shares held as of the measurement date.

The following table summarizes the changes in our Level 3 (fair value) pension plan assets for the periods presented (in millions):

	Hedge Funds	Insurance Contracts
Balance at January 1, 2010	\$ —	\$ 3
Purchases, sales, issuances and settlements, net	—	(1)
Balance at December 31, 2010	\$ —	\$ 2
Transfers into Level 3 - net <sup>(A)</sup>	26	—
Asset purchases	19	1
Asset settlements	—	(1)
Translation	(1)	—
Balance at December 31, 2011	<u>\$ 44</u>	<u>\$ 2</u>

<sup>(A)</sup> Transfer into Level 3 was performed on January 1, 2011.

### Benefit Plan Contributions

The following table summarizes the contributions made to our pension plans for the years ended December 31, 2011 and 2010, as well as our projected contributions for the year ending December 31, 2012 (in millions):

	Actual <sup>(A)</sup>		Projected <sup>(A)</sup>
	2011	2010	2012
Total pension contributions	<u>\$ 68</u>	<u>\$ 116</u>	<u>\$ 100</u>

<sup>(A)</sup> These amounts represent only contributions made by CCE.

We fund our pension plans at a level to maintain, within established guidelines, the appropriate funded status for each country.

## Benefit Plan Payments

Benefit payments are primarily made from funded benefit plan trusts. The following table summarizes our expected future benefit payments as of December 31, 2011 (in millions):

Years Ending December 31,	Pension Benefit Plan Payments <sup>(A)</sup>
2012	\$ 31
2013	29
2014	32
2015	30
2016	33
2017 - 2021	227

<sup>(A)</sup> These amounts represent only payments funded by CCE and are unaudited.

## Defined Contribution Plans

We sponsor qualified defined contribution plans covering substantially all of our employees in France, Norway, and the U.S., and certain employees in Great Britain and the Netherlands. Our contributions to these plans totaled \$14 million, \$8 million, and \$6 million in 2011, 2010, and 2009, respectively. The increase in contributions in 2011 is primarily due to the inclusion of a full year of contributions made to the defined contribution plan in Norway which was acquired during the fourth quarter of 2010, and the establishment of a defined contribution plan covering our U.S.-based employees as of January 1, 2011.

## Termination of Legacy CCE Executive Pension Plan

Prior to the Merger, certain of our employees participated in Legacy CCE's executive pension plan. During the fourth quarter of 2010, this plan was terminated. In accordance with the Agreement, we assumed the liability for the accumulated benefit for employees who were part of this plan under Legacy CCE and who became our employees at the effective date of the Merger. During the fourth quarter of 2010, we paid approximately \$20 million to these employees, and recognized expense of approximately \$5 million for the net loss previously deferred in AOCI.

## Note 10

### TAXES

The current income tax provision represents the estimated amount of income taxes paid or payable for the year, as well as changes in estimates from prior years. The deferred income tax provision represents the change in deferred tax liabilities and assets. The following table summarizes the significant components of income tax expense for the periods presented (in millions):

	2011	2010	2009
<b>Current:</b>			
U.S.	\$ 107	\$ 8	\$ —
Europe and Canada	210	120	131
Total current	\$ 317	\$ 128	\$ 131
<b>Deferred:</b>			
U.S.	\$ (82)	\$ (9)	\$ —
Europe and Canada	14	29	11
Rate changes	(53)	(26)	9
Total deferred	(121)	(6)	20
Income tax expense	\$ 196	\$ 122	\$ 151

Our effective tax rate was 21 percent, 16 percent, and 21 percent for the years ended December 31, 2011, 2010, and 2009, respectively. The following table provides a reconciliation of our income tax expense at the statutory U.S. federal tax rate to our actual income tax expense for the periods presented (in millions):

	2011	2010	2009
U.S. federal statutory tax expense	\$ 331	\$ 261	\$ 255
Taxation of non-U.S. operations, net <sup>(A)</sup>	(157)	(113)	(116)
U.S. taxation of non-U.S. earnings, net of tax credits	42	5	—
Nondeductible items	29	(5)	5
Rate and law change (benefit) expense, net <sup>(B)(C)(D)</sup>	(53)	(26)	9
Other, net	4	—	(2)
<b>Total provision for income taxes</b>	<b>\$ 196</b>	<b>\$ 122</b>	<b>\$ 151</b>

(A) Our effective tax rate reflects the benefit of having all of our operations outside of the U.S., which are taxed at statutory rates lower than the statutory U.S. rate of 35 percent, and the benefit of some income being fully or partially exempt from income taxes due to various operating and financing activities.

(B) During the third quarter of 2011, the United Kingdom enacted a corporate income tax rate reduction of 2 percentage points, 1 percentage point retroactive to April 1, 2011, and 1 percentage point effective April 1, 2012. As a result, we recognized a deferred tax benefit of \$53 million during the third quarter of 2011 to reflect this change in our deferred taxes.

(C) During the third quarter of 2010, the United Kingdom enacted a corporate income tax rate reduction of 1 percentage point effective April 1, 2011. As a result, we recognized a deferred tax benefit of \$25 million during the third quarter of 2010 to reflect this change in our deferred taxes.

(D) In December 2009, we recorded a net tax expense totaling \$9 million primarily due to a tax law change in France.

The following table summarizes, by major tax jurisdiction, our tax years that remain subject to examination by taxing authorities:

Tax Jurisdiction	Years Subject to Examination
U.S. federal, state, and local	2010 – forward
United Kingdom	2010 – forward
Belgium and France	2009 – forward
Luxembourg, Netherlands, and Canada	2007 – forward
Sweden	2006 – forward
Norway	2001 – forward

We had approximately \$1.3 billion in cumulative undistributed non-U.S. historical earnings as of December 31, 2011. These historical earnings are exclusive of amounts that would result in little or no tax under current tax laws if remitted in the future. The historical earnings from our non-U.S. subsidiaries are considered to be permanently reinvested and, accordingly, no provision for U.S. federal and state income taxes has been made in our Consolidated Financial Statements. A distribution of these non-U.S. historical earnings to the U.S. in the form of dividends, or otherwise, would subject us to U.S. income taxes, as adjusted for foreign tax credits, and withholding taxes payable to the various non-U.S. countries. Determination of the amount of any unrecognized deferred income tax liability on these undistributed earnings is not practicable.

In December 2011, we repatriated to the U.S. \$450 million of our 2011 non-U.S. earnings, for the payment of dividends, share repurchases, interest on U.S.-issued debt, salaries for U.S.-based employees, and other corporate-level operations in the U.S. Our historical non-U.S. earnings, including our 2011 non-U.S. earnings that were not repatriated in 2011, will continue to remain permanently reinvested, and, if we do not generate sufficient current year non-U.S. earnings to repatriate to the U.S. in any future given year, we expect to have adequate access to capital in the U.S. to allow us to satisfy our U.S.-based cash flow needs in that year. Therefore, historical non-U.S. earnings and future non-U.S. earnings that are not repatriated to the U.S. will remain permanently reinvested and will be used to service our non-U.S. operations, non-U.S. debt, and to fund future acquisitions.

During 2012, we expect to repatriate to the U.S. a portion of our 2012 non-U.S. earnings to satisfy our 2012 U.S.-based cash flow

needs. The amount to be repatriated to the U.S. will depend on, among other things, our actual 2012 non-U.S. earnings and our actual 2012 U.S.-based cash flow needs.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The following table summarizes the significant components of our deferred tax liabilities and assets as of the dates presented (in millions):

	December 31, 2011	December 31, 2010
<b>Deferred tax liabilities:</b>		
Franchise license and other intangible assets	\$ 1,033	\$ 1,096
Property, plant, and equipment	183	190
Total deferred tax liabilities	1,216	1,286
<b>Deferred tax assets:</b>		
Net operating loss and other carryforwards	(22)	(44)
Employee and retiree benefit accruals	(43)	(19)
Foreign tax credit carryforwards	(100)	(27)
Other, net	(20)	(20)
Total deferred tax assets	(185)	(110)
Valuation allowances on deferred tax assets	14	43
Net deferred tax liabilities	1,045	1,219
Current deferred income tax assets <sup>(A)</sup>	28	19
Noncurrent deferred income tax assets <sup>(B)</sup>	118	—
Noncurrent deferred income tax liabilities	\$ 1,191	\$ 1,238

<sup>(A)</sup> Amounts are included in prepaid assets and other current assets on our Consolidated Balance Sheets.

<sup>(B)</sup> Amounts are included in other noncurrent assets, net on our Consolidated Balance Sheets.

We recognize valuation allowances on deferred tax assets if, based on the weight of the evidence, we believe that it is more likely than not that some or all of our deferred tax assets will not be realized. As of December 31, 2011 and 2010, we had valuation allowances of \$14 million and \$43 million, respectively. The change in our valuation allowances was primarily due to net tax operating losses that expired in Luxembourg. We believe our remaining deferred tax assets will be realized because of the existence of sufficient taxable income within the carryforward period available under the tax law. As of December 31, 2011, our net tax operating loss carryforwards totaled \$156 million, of which \$13 million expire in the years between 2025 and 2031, and the remainder do not expire.

### Tax Sharing Agreement with TCCC

As part of the Merger, we entered into a TSA with TCCC. Under the TSA among us, Legacy CCE, and TCCC, we have agreed to indemnify TCCC and its affiliates from and against certain taxes the responsibility for which the parties have specifically agreed to allocate to us, generally for taxes related to periods prior to October 2, 2010, as well as any taxes and losses by reason of or arising from certain breaches by CCE of representations, covenants, or obligations under the Agreement or the Tax Sharing Agreement and, in certain situations, we will pay to TCCC (1) an amount equal to a portion of the transfer taxes incurred in connection with the separation; (2) an amount equal to any detriment to TCCC caused by certain actions (or failures to act) by CCE in connection with the conduct of our business or outside the ordinary course of business or that are otherwise inconsistent with past practice; and (3) the difference (if any) between the amount of certain tax benefits intended to be available to Legacy CCE following the Merger and the amount of such benefits actually available to Legacy CCE as determined for U.S. federal income tax purposes.

We are unable to estimate our maximum potential liability under this indemnification, as the amounts are dependent on the outcome of future contingent events, the nature and likelihood of which cannot be determined at this time. We estimated the fair value of our indemnification obligation at its inception to be approximately \$38 million, of which \$10 million related to items we determined were probable as of the date of the Merger. The offset to the initial recognition of this liability was recorded to APIC on our Consolidated Balance Sheets, since the indemnification was issued in conjunction with the Agreement. As of December 31, 2011, the unamortized liability related to this indemnification was \$32 million, of which \$20 million is recorded in accounts payable and accrued expenses and \$12 million is recorded in other noncurrent liabilities, net on our Consolidated Balance Sheets. These

amounts are classified as current or long-term depending on when the underlying indemnified item is expected to be settled/expire. During the second quarter of 2011, we recorded additional amounts totaling \$5 million related to post-Merger changes in certain underlying tax matters covered by our tax indemnifications to TCCC. This amount was included in SD&A expenses on our Consolidated Statements of Operations.

During the third quarter of 2011, we settled certain outstanding amounts under the TSA, which resulted in a payment to us from TCCC of \$23 million. In the future, there could be additional tax items related to the Merger that require cash settlements under the TSA as tax audits are resolved and refund claims are pursued by both us and TCCC.

## Note 11

### SHARE-BASED COMPENSATION PLANS

#### Share-Based Payment Awards Prior to the Merger

Certain of our current employees participated in share-based compensation plans sponsored by Legacy CCE prior to the Merger. These plans provided the employees with non-qualified share options to purchase Legacy CCE's stock or restricted share units of Legacy CCE's stock. Some of the awards contained performance or market conditions that were based on the stock price or performance of Legacy CCE. Prior to the Merger, compensation expense related to these share-based payment awards was included in our Consolidated Statements of Operations based on specific identification for Legacy CCE's European employees, and for Legacy CCE's corporate employees based on the percentage of our relative sales volume to total Legacy CCE sales volume for the periods presented.

On the effective date of the Merger, our employees had their Legacy CCE share-based awards converted into share-based payment awards of our common stock. Such awards were converted in a manner that provided the employee with the same intrinsic value in our share-based awards as the employee had in Legacy CCE share-based awards immediately prior to the effective date of the Merger. Service vesting requirements of converted share-based awards still need to be satisfied for the awards to vest. On October 2, 2010, our employees had their outstanding Legacy CCE share-based awards converted into approximately 9.5 million share options and 4.2 million restricted shares (units) of our common stock. These amounts included all share-based awards issued by Legacy CCE to its employees in Europe and the share-based awards held by certain Legacy CCE corporate employees that became our employees.

#### Share-Based Payment Awards Following the Merger

We maintain share-based compensation plans that provide for the granting of non-qualified share options and restricted share units, some with performance conditions, to certain executive and management level employees. We believe that these awards better align the interests of our employees with the interests of our shareowners. Compensation expense related to our share-based payment awards totaled \$43 million during the year ended December 31, 2011, and \$10 million during the fourth quarter of 2010, including expense related to the portion of converted share-based payment awards unvested as of the date of the Merger.

#### Share Options

Our share options (1) are granted with exercise prices equal to or greater than the fair value of our stock on the date of grant; (2) generally vest ratably over a period of 36 months; and (3) expire 10 years from the date of grant. Generally, when options are exercised we issue new shares, rather than issuing treasury shares.

The following table summarizes the weighted average grant-date fair values and assumptions that were used to estimate the grant-date fair values of the share options granted during the periods presented:

Grant-Date Fair Value	2011	Fourth Quarter 2010
Share options with service conditions	\$ 5.39	\$ 5.92
<b>Assumptions:</b>		
Dividend yield <sup>(A)</sup>	2.0%	1.7%
Expected volatility <sup>(B)</sup>	25.0%	27.5%
Risk-free interest rate <sup>(C)</sup>	1.4%	1.6%
Expected life <sup>(D)</sup>	6.5 years	6.5 years

<sup>(A)</sup> The dividend yield was calculated by dividing our annual dividend by our average stock price on the date of grant, taking into consideration our future expectations regarding our dividend yield.

- (B) The expected volatility was determined by using a combination of the historical volatility of our stock (as well as Legacy CCE's stock for periods prior to the Merger), the implied volatility of our exchange-traded options, and other factors, such as a comparison to our peer group.
- (C) The risk-free interest rate was based on the U.S. Treasury yield with a term equal to the expected life on the date of grant.
- (D) The expected life was used for options valued by the Black-Scholes model. It was determined by using a combination of actual exercise and post-vesting cancellation history for the types of employees included in the grant population.

The following table summarizes our share option activity during the periods presented (shares in thousands):

	2011		Fourth Quarter 2010	
	Shares	Exercise Price	Shares	Exercise Price
Outstanding at beginning of year <sup>(A)(B)</sup>	9,426	\$ 13.69	9,526	\$ 11.92
Granted	1,256	26.15	1,194	24.42
Exercised <sup>(C)</sup>	(1,288)	9.83	(1,269)	10.57
Forfeited or expired	(40)	13.48	(25)	12.14
Outstanding at end of year	9,354	15.89	9,426	13.69
Options exercisable at end of year	6,755	13.24	5,845	13.11

- (A) The fourth quarter 2010 beginning outstanding balance represents the share options converted on October 2, 2010.
- (B) The total intrinsic value of options converted on October 2, 2010 was \$94 million.
- (C) The total intrinsic value of options exercised during the year ended December 31, 2011 and the fourth quarter of 2010 was \$22 million and \$18 million, respectively.

The following table summarizes our options outstanding and our options exercisable as of December 31, 2011 (shares in thousands):

Range of Exercise Prices	Outstanding			Exercisable		
	Options Outstanding <sup>(A)</sup>	Weighted Average Remaining Life (years)	Weighted Average Exercise Price	Options Exercisable <sup>(A)</sup>	Weighted Average Remaining Life (years)	Weighted Average Exercise Price
\$ 6.00 to \$ 9.00	1,799	6.84	\$ 6.76	1,799	6.84	\$ 6.76
9.01 to 12.00	45	0.09	11.10	45	0.09	11.10
12.01 to 15.00	3,561	5.97	13.84	2,992	5.61	13.98
15.01 to 18.00	1,519	4.01	16.59	1,519	4.01	16.59
Over 24.00	2,430	9.35	25.31	400	8.85	24.44
	9,354	6.67	15.89	6,755	5.73	13.24

- (A) As of December 31, 2011, the aggregate intrinsic value of options outstanding and options exercisable was \$93 million and \$85 million, respectively.

As of December 31, 2011, we had approximately \$11 million of unrecognized compensation expense related to our unvested share options (including converted awards). We expect to recognize this compensation expense over a weighted average period of 1.9 years.

### Restricted Share Units

Our restricted share units generally vest upon continued employment for a period of at least 42 months and the attainment of certain performance targets. Our restricted share unit awards entitle the participant to hypothetical dividends (which vest, in some cases, only if the restricted share units vest), but not voting rights. Unvested restricted share units are restricted as to disposition and subject to forfeiture.

We granted 0.8 million and 1.3 million restricted share units during the year ended December 31, 2011 and the fourth quarter of 2010, respectively. Approximately 0.6 million and 0.9 million of the restricted share units granted in 2011 and the fourth quarter

of 2010, respectively, were performance share units for which the ultimate number of shares earned will be determined at the end of the stated performance period. The majority of these performance share units are subject to the performance criteria of annual growth in diluted earnings per share over the performance period, as adjusted for certain items detailed in the plan documents. The purpose of these adjustments is to ensure a consistent year-over-year comparison of the specified performance criteria.

The following table summarizes the weighted average grant-date fair values and assumptions that were used to estimate the grant-date fair values of the restricted share units granted during the periods presented:

Grant-Date Fair Value	2011	Fourth Quarter 2010
Restricted share units with service conditions	\$ 26.31	\$ 24.47
Restricted share units with service and performance conditions	26.11	24.68
<b>Assumptions:</b>		
Dividend yield <sup>(A)</sup>	2.0%	1.7%
Expected volatility <sup>(B)</sup>	25.0%	27.5%
Risk-free interest rate <sup>(C)</sup>	1.4%	1.6%

<sup>(A)</sup> The dividend yield was calculated by dividing our annual dividend by our average stock price on the date of grant, taking into consideration our future expectations regarding our dividend yield.

<sup>(B)</sup> The expected volatility was determined by using a combination of the historical volatility of our stock (as well as Legacy CCE's stock for periods prior to the Merger), the implied volatility of our exchange-traded options, and other factors, such as a comparison to our peer group.

<sup>(C)</sup> The risk-free interest rate was based on the U.S. Treasury yield with a term equal to the expected life on the date of grant.

The following table summarizes our restricted share units award activity during the periods presented (shares in thousands):

	Restricted Share Units	Weighted Average Grant- Date Fair Value	Performance Share Units	Weighted Average Grant- Date Fair Value
Converted at October 2, 2010	1,066	\$ 11.31	3,180	\$ 10.59
Granted	399	24.47	935	24.68
Vested <sup>(A)</sup>	(177)	12.43	(41)	8.52
Forfeited	(189)	10.81	(18)	9.90
Performance Adjustment <sup>(B)</sup>	n/a	n/a	3,161	10.52
Outstanding at December 31, 2010	1,099	15.99	7,217	12.41
Granted	210	26.14	560	26.11
Vested <sup>(A)</sup>	(386)	9.59	(1,159)	17.01
Forfeited	(14)	21.72	(14)	16.21
Performance Adjustment	n/a	n/a	406	24.65
Outstanding at December 31, 2011 <sup>(C)</sup>	909	20.96	7,010	13.45

<sup>(A)</sup> The total fair value of restricted share units that vested during the year ended December 31, 2011 and the fourth quarter of 2010 was \$43 million and \$5 million, respectively.

<sup>(B)</sup> Based on our financial results for the performance period, the 2010 performance shares units will pay out at 177 percent of the target award. The ultimate vesting of these performance share units is subject to the participant satisfying the remaining service condition of the award.

<sup>(C)</sup> The target awards for our performance share units are included in the preceding table and are adjusted, as necessary, in the period that the performance condition is satisfied. The minimum, target, and maximum awards for our 2011 performance share units outstanding as of December 31, 2011 were 0.3 million, 0.6 million, and 1.1 million, respectively.

As of December 31, 2011, we had approximately \$49 million in total unrecognized compensation expense related to our restricted share unit awards (including converted awards) based on our current expectations for payout of our performance share units. We



expect to recognize this compensation cost over a weighted average period of 1.9 years.

### Shares Available for Future Grant

The following table summarizes the shares available for future grant as of December 31, 2011 that may be used to grant share options and/or restricted share units (in millions):

	Shares Available for Future Grant
Performance share units at current expected payout	16.3

### Note 12

#### EARNINGS PER SHARE

We calculate our basic earnings per share by dividing net income by the weighted average number of common shares and participating securities outstanding during the period. Our diluted earnings per share are calculated in a similar manner, but include the effect of dilutive securities. To the extent these securities are antidilutive, they are excluded from the calculation of diluted earnings per share. As part of the Merger, outstanding shares of common stock of Coca-Cola Enterprises Inc., excluding shares held by TCCC, were converted into the right to receive one share of our common stock and \$10.00 in cash consideration per share. Immediately following the Merger, 339,064,025 shares of common stock, par value \$0.01 per share, of CCE were outstanding. Therefore, for periods prior to the Merger, we used 339,064,025 as our number of basic shares outstanding for the purpose of calculating our basic earnings per common share. For periods prior to the Merger, we did not reflect the effect of dilutive shares because there were not any potentially dilutive securities of CCE outstanding (as we did not have any outstanding equity awards prior to the Merger, and estimating dilution using the treasury stock method is not practical or meaningful). Subsequent to the Merger, share-based payment awards that are contingently issuable upon the achievement of a specified performance condition are included in our diluted earnings per share calculation in the period in which the condition is satisfied.

The following table summarizes our basic and diluted earnings per common share calculations for the periods presented (in millions, except per share data; per share data is calculated prior to rounding to millions):

	2011	2010 <sup>(A)</sup>	2009 <sup>(B)</sup>
Net income	\$ 749	\$ 624	\$ 576
Basic weighted average common shares outstanding	319	339	339
Effect of dilutive securities <sup>(C)</sup>	8	1	n/a
Diluted weighted average common shares outstanding	327	340	n/a
Basic earnings per common share	\$ 2.35	\$ 1.84	\$ 1.70
Diluted earnings per common share	\$ 2.29	\$ 1.83	n/a

(A) The basic weighted average common shares outstanding for the year ended December 31, 2010 was computed as follows: for periods prior to the Merger, we used 339,064,025 as our number of basic weighted average common shares outstanding, which represents the number of our shares outstanding immediately following the Merger. For the fourth quarter, we used the weighted average number of common shares and participating securities outstanding during that period. For our calculation of diluted weighted average common shares outstanding, no dilutive securities were outstanding in periods prior to the Merger.

(B) For the year ended December 31, 2009, we did not have any common shares outstanding. As such, we used 339,064,025 as our number of basic weighted average common shares outstanding for the purposes of our basic earnings per common share calculations, which represents the number of our shares outstanding immediately following the Merger.

(C) For the years ended December 31, 2011 and 2010, outstanding options to purchase 2.3 million and 2.5 million common shares, respectively, were excluded from the diluted earnings per share calculation because the effect of including these options in the computation would have been antidilutive. The dilutive impact of the remaining options outstanding and unvested restricted share units was included in the effect of dilutive securities. Prior to the Merger, we did not have any potentially dilutive securities (as we did not have any outstanding equity awards prior to the Merger, and estimating dilution using the treasury stock method is not practical or meaningful).



Dividend payments on our common stock totaled \$162 million during 2011. In April 2011, our Board of Directors approved an increase in our quarterly dividend from \$0.12 per share to \$0.13 per share beginning in the second quarter of 2011. In February 2012, our Board of Directors approved a 23 percent increase in our quarterly dividend from \$0.13 per share to \$0.16 per share, beginning in the first quarter of 2012.

### Note 13

#### ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Comprehensive income (loss) is comprised of net income and other adjustments, including items such as non-U.S. currency translation adjustments, hedges of net investments in non-U.S. subsidiaries, pension plan liability adjustments, and changes in the fair value of certain derivative financial instruments qualifying as cash flow hedges. We do not provide income taxes on currency translation adjustments (CTA) as the historical earnings from our non-U.S. subsidiaries are considered to be permanently reinvested (refer to Note 10). During the fourth quarter of 2011, we repatriated to the U.S. \$450 million, representing a portion of our 2011 non-U.S. earnings, to satisfy our U.S.-based cash flow needs. The portion of current year earnings repatriated during the fourth quarter of 2011 was determined in U.S. dollars and converted to the equivalent amount of non-U.S. currency at the time of repatriation; therefore, the repatriation did not have an impact on the CTA component of our AOCI balance.

The following table summarizes our AOCI activity for the periods presented (in millions):

	Currency Translations	Pension Liability Adjustments	Cash Flow Hedges	Net Investment Hedges	Total
Balance as of January 1, 2009	\$ (148)	\$ (189)	\$ 20	\$ —	\$ (317)
Pretax activity, net	184	(55)	(23)	—	106
Tax effect	—	16	7	—	23
Balance as of December 31, 2009	36	(228)	4	—	(188)
Pretax activity, net	(178)	42	(12)	—	(148)
Tax effect	—	(12)	3	—	(9)
Balance as of December 31, 2010	(142)	(198)	(5)	—	(345)
Pretax activity, net	(74)	(82)	(13)	23	(146)
Tax effect	—	22	4	(8)	18
Balance as of December 31, 2011	\$ (216)	\$ (258)	\$ (14)	\$ 15	\$ (473)

### Note 14

#### OPERATING SEGMENT

We operate in one industry and have one operating segment. This segment derives its revenues from marketing, producing, and distributing nonalcoholic beverages. No single customer accounted for more than 10 percent of our net operating revenues in 2011, 2010, or 2009.

Our segment operating income includes the segment's revenue less substantially all the segment's cost of production, distribution, and administration. We evaluate the segment's performance based on several factors, of which net operating revenues and operating income are the primary financial measures.

Prior to the Merger, our Corporate segment included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. These expenses included the cost of executive oversight, information technology, legal, treasury, risk management, human resources, accounting and reporting, investor relations, public relations, internal audit, and certain global restructuring projects. The cost of these services was allocated to us based on specific identification when possible or, when the expenses were determined to be global in nature, based on the percentage of our relative sales volume to total Legacy CCE sales volume for the applicable periods. We believe these allocations are a reasonable representation of the cost incurred for the services provided. However, these allocations are not necessarily indicative of the actual expenses that we would have incurred had we been operating as an independent company prior to the Merger.

Additionally, mark-to-market gains/losses related to our non-designated commodity hedges are recognized in the earnings of our Corporate segment until such time as the underlying hedged transaction affects the earnings of our Europe operating segment. In the period the underlying hedged transaction occurs, the accumulated mark-to-market gains/losses related to the hedged transaction are reclassified from the earnings of our Corporate segment into the earnings of our Europe operating segment. This treatment

allows our Europe operating segment to reflect the true economic effects of the underlying hedged transaction in the period the hedged transaction occurs without experiencing the mark-to-market volatility associated with these non-designated commodity hedges. For additional information about our non-designated hedges, refer to Note 5.

### Segment Remeasurement

Beginning in the first quarter of 2011, certain information technology-related expenses incurred in Europe that were previously reported in our Corporate segment are now reported in our Europe operating segment. These expenses totaled \$48 million, \$45 million, and \$52 million during 2011, 2010, and 2009, respectively. To provide comparability, we have recast our 2010 and 2009 segment reporting to reflect the movement of these expenses. The segment measurement change did not impact our consolidated operating income for any period. The following table summarizes our segment operating income (expense) for the periods presented as adjusted for the segment measurement change (in millions):

	Previously Reported	Amount Recast	As Adjusted
<b>2010:</b>			
Europe	\$ 1,039	\$ (45)	\$ 994
Corporate	(229)	45	(184)
Consolidated	<u>\$ 810</u>	<u>\$ —</u>	<u>\$ 810</u>
<b>2009:</b>			
Europe	\$ 963	\$ (52)	\$ 911
Corporate	(158)	52	(106)
Consolidated	<u>\$ 805</u>	<u>\$ —</u>	<u>\$ 805</u>

The following table summarizes selected financial information related to our operating segment for the periods presented (in millions):

	Europe	Corporate	Consolidated
<b>2011:</b>			
Net operating revenues <sup>(A)</sup>	\$ 8,284	\$ —	\$ 8,284
Operating income (loss) <sup>(B)</sup>	1,195	(162)	1,033
Interest expense, net—third party	—	85	85
Depreciation and amortization	297	24	321
Long-lived assets <sup>(C)(D)</sup>	6,162	246	6,408
Capital asset investments	343	33	376
<b>2010:</b>			
Net operating revenues <sup>(A)</sup>	\$ 6,714	\$ —	\$ 6,714
Operating income (loss) <sup>(B)</sup>	994	(184)	810
Interest expense, net—third party	—	30	30
Interest expense, net—Coca-Cola Enterprises Inc.	—	33	33
Depreciation and amortization	252	12	264
Long-lived assets <sup>(C)</sup>	6,272	94	6,366
Capital asset investments <sup>(E)</sup>	270	21	291
<b>2009:</b>			
Net operating revenues <sup>(A)</sup>	\$ 6,517	\$ —	\$ 6,517
Operating income (loss) <sup>(B)</sup>	911	(106)	805
Interest expense, net—third party	—	24	24
Interest expense, net—Coca-Cola Enterprises Inc.	—	59	59
Depreciation and amortization	270	10	280
Long-lived assets <sup>(C)(D)</sup>	5,401	215	5,616
Capital asset investments <sup>(E)</sup>	250	—	250

<sup>(A)</sup> The following table summarizes the contribution of total net operating revenues by country as a percentage of our total net operating revenues for the periods presented:

	2011	2010	2009
<b>Net operating revenues:</b>			
Great Britain	34%	38%	38%
France	29	31	33
Belgium	16	18	18
The Netherlands	9	10	11
Norway	7	2	n/a
Sweden	5	1	n/a
Total	100%	100%	100%

<sup>(B)</sup> Our Corporate segment operating loss includes net mark-to-market losses on our non-designated commodity hedges totaling \$3 million and \$8 million during 2011 and 2010, respectively, and net mark-to-market gains on our non-designated commodity hedges totaling \$10 million during 2009. As of December 31, 2011, our Corporate segment included net mark-to-market losses on non-designated commodity hedges totaling \$1 million. These amounts will be reclassified into the earnings of our Europe operating segment when the underlying hedged transactions occur in the future. For additional information about our non-designated hedges, refer to Note 5.

- (C) The following table summarizes the percentage of net property, plant, and equipment by country and our Corporate segment as of the dates presented:

	December 31, 2011	December 31, 2010
<b>Property, plant, and equipment, net:</b>		
Great Britain	32%	32%
Belgium	21	21
France	21	21
Norway	8	8
The Netherlands	7	7
Sweden	7	8
Corporate	4	3
<b>Total</b>	<b>100%</b>	<b>100%</b>

- (D) Amounts disclosed as long-lived assets in our Corporate segment for 2011 include \$118 million related to deferred income tax assets.

Amounts disclosed as long-lived assets in our Corporate segment for 2009 include amounts due from Legacy CCE of \$193 million.

- (E) Prior to the Merger, our capital asset investments included only those related to Legacy CCE's Europe operating segment.

## Note 15 RESTRUCTURING ACTIVITIES

The following table summarizes our restructuring costs by segment for the periods presented (in millions):

	2011	2010	2009
Europe <sup>(A)</sup>	\$ 19	\$ 5	\$ 7
Corporate <sup>(B)</sup>	—	9	22
<b>Total<sup>(A)</sup></b>	<b>\$ 19</b>	<b>\$ 14</b>	<b>\$ 29</b>

- (A) Prior to the Merger, these amounts represent restructuring costs incurred by Legacy CCE's Europe operating segment.

- (B) Prior to the Merger, these amounts represent restructuring costs recorded by Legacy CCE's corporate segment that were specifically incurred on behalf of Legacy CCE's Europe operating segment. These amounts do not include costs related to global Legacy CCE projects recorded by Legacy CCE's corporate segment that were allocated to us based on the percentage of our relative sales volume to total Legacy CCE sales volume for the periods presented (refer to Note 3).

## Supply Chain Initiatives and Business Optimization

In 2009, we began a restructuring program principally designed to optimize our business information systems, harmonize our plant operations, and streamline our cooler services business. During the years ended December 31, 2011, 2010, and 2009, we recorded restructuring charges related to this program totaling \$19 million, \$14 million, and \$9 million respectively. These charges were included in SD&A expenses on our Consolidated Statements of Operations. We were substantially complete with these restructuring activities as of the end of 2011. The cumulative cost of this program as of December 31, 2011 was \$42 million. The following table summarizes these restructuring activities for the periods presented (in millions):

	Severance Pay and Benefits	Consulting, Relocation, and Other	Total
Balance at January 1, 2009	\$ —	\$ —	\$ —
Provision	4	5	9
Cash payments	(2)	(5)	(7)
Other	(2)	—	(2)
Balance at December 31, 2009	—	—	—
Provision	10	4	14
Cash payments	(6)	(4)	(10)
Balance at December 31, 2010	4	—	4
Provision	15	4	19
Cash payments	(9)	(4)	(13)
Balance at December 31, 2011	<u>\$ 10</u>	<u>\$ —</u>	<u>\$ 10</u>

## Business Reorganization and Process Standardization

During 2009, we recorded restructuring charges totaling \$20 million related to the creation of a more efficient supply chain and order fulfillment structure and to streamline and reduce our cost structure of back-office functions in the areas of accounting and human resources. These charges were included in SD&A expenses. As of December 31, 2009, we had completed these restructuring activities. The cumulative cost of this program was \$63 million. The following table summarizes these restructuring activities for the periods presented (in millions):

	Severance Pay and Benefits	Consulting, Relocation, and Other	Total
Balance at January 1, 2009	\$ 11	\$ 1	\$ 12
Provision	12	8	20
Cash payments	(8)	(8)	(16)
Other	1	—	1
Balance at December 31, 2009	16	1	17
Cash payments	(11)	(1)	(12)
Balance at December 31, 2010	5	—	5
Cash payments	(5)	—	(5)
Balance at December 31, 2011	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

## Note 16

### SHARE REPURCHASES

In October 2010, our Board of Directors approved a resolution to authorize the repurchase of up to 65 million shares, for an aggregate purchase price of not more than \$1 billion, subject to economic, operating, and other factors, including acquisition opportunities. We can repurchase shares in the open market and in privately negotiated transactions. Repurchased shares are added to treasury stock and are available for general corporate purposes, including acquisition financing and the funding of various employee benefit and compensation plans.

During 2011, we repurchased \$800 million in outstanding shares, representing 29.9 million shares at an average price of \$26.72

per share. Since the inception of the program in the fourth quarter of 2010, we have repurchased a cumulative \$1 billion in outstanding shares, representing 37.9 million shares at an average price of \$26.35 per share.

In September 2011, our Board of Directors approved a resolution to authorize additional share repurchases for an aggregate purchase price of not more than \$1 billion. These repurchases will be in addition to those authorized under the October 2010 resolution and are subject to the cumulative 65 million share repurchase limit. We currently expect to purchase at least \$500 million in outstanding shares during 2012 under this program, subject to economic, operating, and other factors, including acquisition opportunities. In addition to market conditions, we consider alternative uses of cash and/or debt, balance sheet ratios, and shareowner returns when evaluating share repurchases.

## Note 17

### ACQUISITION OF NORWAY AND SWEDEN BOTTLING OPERATIONS

On October 2, 2010, two indirect, wholly owned subsidiaries of CCE acquired TCCC's bottling operations in Norway and Sweden, pursuant to the Norway-Sweden SPA, for a purchase price of \$822 million plus a net purchase price adjustment of \$50 million related to working capital and EBITDA (as defined; refer to Note 1). These operations serve approximately 14 million people across Norway and Sweden and have allowed us to further expand our operations across Western Europe.

The following table summarizes the allocation of the purchase price based on the fair value of the assets acquired and liabilities assumed (in millions):

Assets & Liabilities	Amounts
Current assets <sup>(A)</sup>	\$ 210
Property, plant, and equipment	357
Franchise license intangible assets <sup>(B)</sup>	496
Customer relationships <sup>(C)</sup>	23
Other noncurrent assets	1
Current liabilities	(183)
Noncurrent liabilities	(158)
Net assets acquired	746
Goodwill <sup>(D)</sup>	126
Total purchase price	\$ 872

<sup>(A)</sup> Current assets included cash and cash equivalents of \$72 million, trade accounts receivable of \$73 million, inventories of \$48 million, and other current assets of \$17 million.

<sup>(B)</sup> We have assigned the acquired franchise license intangible assets an indefinite life. While our franchise license agreements contain no automatic right of renewal, we believe that our interdependent relationship with TCCC and the substantial cost and disruption to TCCC that would be caused by nonrenewals ensure that these agreements will continue to be renewed and, therefore, are essentially perpetual. Refer to Note 2.

<sup>(C)</sup> The value assigned to customer relationships is being amortized over a period of 20 years, beginning on the date of acquisition.

<sup>(D)</sup> Goodwill represented the excess of the purchase price (including the working capital and EBITDA adjustments; refer to Note 3) over the net tangible and intangible assets acquired, and was not deductible for tax purposes. This goodwill was primarily attributable to additional company-specific synergies we expected to be able to achieve by integrating Norway and Sweden into our existing operations. Additionally, a portion of the goodwill was attributable to future cash flows we expected to generate by expanding certain non-TCCC brands, such as Monster Energy drinks, into these territories.

The bottling operations in Norway and Sweden have been included in our Consolidated Financial Statements from October 2, 2010, and contributed \$222 million in net operating revenues and \$6 million in operating income during the fourth quarter of 2010.

The following table summarizes our pro forma results (unaudited) for the periods presented, as if the bottling operations in Norway and Sweden were included in our Consolidated Financial Statements as of January 1 of each year (in millions):

	2010 <sup>(A)</sup>	2009 <sup>(A)</sup>
Net operating revenues	\$ 7,428	\$ 7,410
Operating income	866	861

<sup>(A)</sup> Amounts have been calculated after conforming accounting policies to the extent practicable and adjusting the results of Norway and Sweden to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments of property, plant, and equipment and intangible assets had been applied on January 1, 2009.

## Note 18 SUBSEQUENT EVENT

### Norway Business Optimization Program

We have initiated a project in Norway to restructure and optimize certain aspects of our operations. This project includes migrating our principal route to market from delivering our products directly to retailers to distributing our products to our customers' central warehouses. Additionally, we are transitioning from the production and sale of refillable bottles to the production and sale of recyclable, non-refillable bottles. These efforts are designed to gain further market share in Norway by improving our competitive position through increased packaging flexibility, improved variety and convenience for customers and consumers, and enhanced operational efficiency. We expect the transition to result in (1) accelerated depreciation for certain machinery and equipment, plastic crates, and refillable bottles; (2) costs for replacing current production lines; (3) transition and outplacement costs; and (4) external warehousing costs and operational inefficiencies during the transition period. This project will occur during 2012 and 2013 and is expected to result in approximately \$60 million in capital costs and approximately \$50 million in nonrecurring restructuring charges.

## Note 19 QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

The following table summarizes our quarterly financial information for the periods presented (in millions, except per share data):

2011	First <sup>(A) (B)</sup>	Second <sup>(C)</sup>	Third <sup>(D)</sup>	Fourth <sup>(E)</sup>	Full Year
Net operating revenues	\$ 1,844	\$ 2,407	\$ 2,140	\$ 1,893	\$ 8,284
Gross profit	661	894	808	667	3,030
Operating income	164	359	330	180	1,033
Net income	106	246	284	113	749
Basic earnings per common share <sup>(G)</sup>	\$ 0.32	\$ 0.76	\$ 0.90	\$ 0.37	\$ 2.35
Diluted earnings per common share <sup>(G)</sup>	\$ 0.31	\$ 0.74	\$ 0.88	\$ 0.36	\$ 2.29
2010	First <sup>(A) (B) (F)</sup>	Second <sup>(C) (F)</sup>	Third <sup>(D) (F)</sup>	Fourth <sup>(E)</sup>	Full Year
Net operating revenues	\$ 1,508	\$ 1,731	\$ 1,681	\$ 1,794	\$ 6,714
Gross profit	547	650	650	633	2,480
Operating income	167	265	244	134	810
Net income	120	199	208	97	624
Basic earnings per common share <sup>(G)(H)</sup>	\$ 0.35	\$ 0.59	\$ 0.61	\$ 0.29	\$ 1.84
Diluted earnings per common share <sup>(G)(H)</sup>	n/a	n/a	n/a	\$ 0.28	\$ 1.83

The following items included in our reported results affected the comparability of our year-over-year quarterly financial results (the items listed below are based on defined terms and thresholds and represent all material items management considered for year-over-year comparability; amounts prior to the Merger include only items related to Legacy CCE's Europe operating segment).

<sup>(A)</sup> Net income in the first quarter of 2011 included (1) net mark-to-market gains totaling \$5 million (\$4 million net of tax, or \$0.01 per diluted common share) related to non-designated commodity hedges associated with underlying transactions

that related to a different reporting period, and (2) charges totaling \$14 million (\$10 million net of tax, or \$0.03 per diluted common share) related to restructuring activities to harmonize our plant operations and streamline our cooler services business.

Net income in the first quarter of 2010 included (1) net mark-to-market gains totaling \$4 million (\$3 million net of tax) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period, and (2) charges totaling \$2 million (\$2 million net of tax) related to restructuring activities, primarily related to streamlining our cooler services business and harmonizing our plant operations.

(B) There was one less selling day in the first quarter of 2011 versus the first quarter of 2010.

(C) Net income in the second quarter of 2011 included (1) net mark-to-market losses totaling \$3 million (\$2 million net of tax, or less than \$0.01 per diluted common share) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period; (2) charges totaling \$1 million (\$1 million net of tax, or less than \$0.01 per diluted common share) related to restructuring activities; and (3) charges totaling \$5 million (\$4 million net of tax, or \$0.01 per diluted common share) related to post-Merger changes in certain underlying tax matters covered by our indemnification to TCCC for periods prior to the Merger.

Net income in the second quarter of 2010 included (1) net mark-to-market losses totaling \$11 million (\$9 million net of tax) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period, and (2) charges totaling \$9 million (\$8 million net of tax) related to restructuring activities, primarily related to optimizing certain business information system processes.

(D) Net income in the third quarter of 2011 included (1) net mark-to-market losses totaling \$4 million (\$3 million net of tax, or \$0.01 per diluted common share) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period; (2) charges totaling \$1 million (\$1 million net of tax, or less than \$0.01 per diluted common share) related to restructuring activities; and (3) a deferred tax benefit of \$53 million (\$0.16 per diluted common share) due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 2 percentage points, 1 percentage point retroactive to April 1, 2011, and 1 percentage point effective April 1, 2012.

Net income in the third quarter of 2010 included (1) charges totaling \$2 million (\$2 million net of tax) related to restructuring activities, primarily to optimize certain business information system processes, streamline our cooler services business, and harmonize our plant operations, and (2) a deferred tax benefit of \$25 million due to the enactment of a United Kingdom tax rate change that reduced the corporate income tax rate by 1 percent effective April 1, 2011.

(E) Net income in the fourth quarter of 2011 included (1) net mark-to-market losses totaling \$1 million (\$1 million net of tax, or less than \$0.01 per diluted common share) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period, and (2) charges totaling \$3 million (\$2 million net of tax, or less than \$0.01 per diluted common share) related to restructuring activities.

Net income in the fourth quarter of 2010 included (1) expenses totaling \$8 million (\$7 million net of tax, or \$0.02 per diluted common share) related to the Merger with TCCC; (2) net mark-to-market losses totaling \$1 million (\$1 million net of tax, or less than \$0.01 per diluted common share) related to non-designated commodity hedges associated with underlying transactions that related to a different reporting period; and (3) charges totaling \$1 million (\$1 million net of tax, or less than \$0.01 per diluted common share) related to restructuring activities, primarily to streamline and reduce the cost structure of our back-office functions, streamline our cooler services business, and harmonize our plant operations.

(F) Amounts were prepared in accordance with U.S. generally accepted accounting principles on a “carve-out” basis from Legacy CCE’s Consolidated Financial Statements using the historical results of operations, assets, and liabilities attributable to the legal entities that comprised CCE as of the effective date of the Merger. These legal entities include all that were previously part of Legacy CCE’s Europe operating segment, as well as Coca-Cola Enterprises (Canada) Bottling Finance Company. Amounts also included an allocation of certain corporate expenses related to services provided to us by Legacy CCE. Refer to Note 1.

(G) Basic and diluted net earnings per common share are computed independently for each of the quarters presented. As such, the summation of the quarterly amounts may not equal the total basic and diluted net income per share reported for the year.

(H) Prior to the Merger, we used 339,064,025 as our number of basic weighted average common shares outstanding for the



purpose of calculating our basic earnings per common share. This represents the number of our shares outstanding immediately following the Merger. For periods prior to the Merger, we did not reflect the effect of dilutive shares because there were not any potentially dilutive securities of CCE outstanding. Refer to Note 12.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

Not applicable.

**ITEM 9A. CONTROLS AND PROCEDURES**

*Disclosure Controls and Procedures*

Our management evaluated, with the participation of our Chief Executive Officer and our Chief Financial Officer, the effectiveness of our “disclosure controls and procedures” (as defined in Rule 13a–15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”)) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports we file or submit under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and (2) is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

*Internal Control over Financial Reporting*

There has been no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the year ended December 31, 2011 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

A report of management on our internal control over financial reporting as of December 31, 2011 and the attestation report of our independent registered public accounting firm on our internal control over financial reporting are set forth in “Item 8—Financial Statements and Supplementary Data” in this report.

**ITEM 9B. OTHER INFORMATION**

Not applicable.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information about our directors is in our proxy statement for the annual meeting of our shareowners to be held on April 24, 2012 (our “2012 Proxy Statement”) under the heading “Governance of the Company — Current Board of Directors and Nominees for Election” and is incorporated into this report by reference.

Set forth below is information as of February 10, 2012, regarding our executive officers:

Name	Age	Principal Occupation During the Past Five Years
John F. Brock	63	Chairman and Chief Executive Officer since October 2010. Prior to that, he was Chairman and Chief Executive Officer of Coca-Cola Enterprises Inc. from April 2008 to October 2010, and President and Chief Executive Officer of Coca-Cola Enterprises Inc. from April 2006 to April 2008. From February 2003 until December 2005, he was Chief Executive Officer of InBev, S.A., a global brewer.
William W. Douglas III	51	Executive Vice President and Chief Financial Officer since October 2010. Prior to that, he held the following positions at Coca-Cola Enterprises Inc.: Executive Vice President and Chief Financial Officer from April 2008 to October 2010; Senior Vice President and Chief Financial Officer from June 2005 to April 2008; and Vice President, Controller, and Principal Accounting Officer from July 2004 to June 2005.
John R. Parker, Jr.	60	Senior Vice President, General Counsel and Strategic Initiatives since October 2010. Prior to that, he held the following positions at Coca-Cola Enterprises Inc.: Senior Vice President, General Counsel and Strategic Initiatives from June 2008 to October 2010; Senior Vice President, Strategic Initiatives for North America from July 2005 to June 2008; and President and General Manager for the Southwest Business Unit from January 2004 to July 2005.
Hubert Patricot	52	Executive Vice President and President, European Group since October 2010. Prior to that, he held the following positions at Coca-Cola Enterprises Inc.: Executive Vice President and President, European Group from July 2008 to October 2010; General Manager and Vice President of CCE Great Britain from January 2008 to July 2008; and General Manager and Vice President of CCE France from January 2003 to January 2008.
Suzanne D. Patterson	50	Vice President, Controller, and Chief Accounting Officer since October 2010. Prior to that, she was Vice President, Controller, and Chief Accounting Officer of Coca-Cola Enterprises Inc. from May 2009 to October 2010 and Vice President, Internal Audit of Coca-Cola Enterprises Inc. from February 2006 to April 2009. From October 2004 to January 2006, she was Vice President, Internal Audit of Sun Microsystems, Inc.

Our officers are elected annually by the Board of Directors for terms of one year or until their successors are elected and qualified, subject to removal by the Board at any time.

Information about compliance with the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934, as amended, by our executive officers and directors, persons who own more than 10 percent of our common stock, and their affiliates who are required to comply with such reporting requirements, is in our 2012 Proxy Statement under the heading “Security Ownership of Directors and Officers — Section 16(a) Beneficial Ownership Reporting Compliance,” and information about the Audit Committee and the Audit Committee Financial Expert is in our 2012 Proxy Statement under the heading “Governance of the Company —

Committees of the Board — Audit Committee,” all of which is incorporated into this report by reference.

We have adopted a Code of Business Conduct (Code) for our employees and directors, including, specifically, our chief executive officer, our chief financial officer, our chief accounting officer, and our other executive officers. Our Code satisfies the requirements for a “code of ethics” within the meaning of SEC rules. A copy of the Code is posted on our website, <http://www.cokecce.com>, under “Corporate Governance.” If we amend the Code or grant any waivers under the Code that are applicable to our chief executive officer, our chief financial officer, or our chief accounting officer and that relate to any element of the SEC’s definition of a code of ethics, which we do not anticipate doing, we will promptly post that amendment or waiver on our website.

**ITEM 11. EXECUTIVE COMPENSATION**

Information about director compensation is in our 2012 Proxy Statement under the heading “Governance of the Company — Director Compensation” and “Governance of the Company — Committees of the Board — Human Resources and Compensation Committee,” and information about executive compensation is in our 2012 Proxy Statement under the heading “Executive Compensation,” all of which is incorporated into this report by reference.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

Information about securities authorized for issuance under equity compensation plans is in our 2012 Proxy Statement under the heading “Equity Compensation Plan Information,” and information about ownership of our common stock by certain persons is in our 2012 Proxy Statement under the headings “Principal Shareowners” and “Security Ownership of Directors and Officers,” all of which is incorporated into this report by reference.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information about certain transactions between us, TCCC and its affiliates, and certain other persons is in our 2012 Proxy Statement under the heading “Certain Relationships and Related Transactions” and is incorporated into this report by reference.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

Information about the fees and services provided to us by Ernst & Young LLP is in our 2012 Proxy Statement under the heading “Matters that May be Brought before the Annual Meeting — Ratification of Appointment of Independent Registered Public Accounting Firm” and is incorporated into this report by reference.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) (1) *Financial Statements*. The following documents are filed as a part of this report:

Report of Management.

Report of Independent Registered Public Accounting Firm.

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting.

Consolidated Statements of Operations — Years Ended December 31, 2011, 2010, and 2009.

Consolidated Balance Sheets — December 31, 2011 and 2010.

Consolidated Statements of Cash Flows — Years Ended December 31, 2011, 2010, and 2009.

Consolidated Statements of Shareowners' Equity — Years Ended December 31, 2011, 2010, and 2009.

Notes to Consolidated Financial Statements.

(2) *Financial Statement Schedules*. None

All other schedules for which provision is made in the applicable accounting regulations of the SEC have been omitted, either because they are not required under the related instructions or because they are not applicable.

(3) *Exhibits*.

Exhibit Number	Description	Incorporated by Reference or Filed Herewith. Our Current, Quarterly, and Annual Reports are filed with the Securities and Exchange Commission under File No. 001-34874. Our Registration Statements have the file numbers noted wherever such statements are identified in the exhibit listing.
2.1	Business Separation and Merger Agreement dated as of February 25, 2010 among Coca-Cola Enterprises, Inc., Coca-Cola Refreshments USA, Inc., The Coca-Cola Company and Cobalt Subsidiary LLC.	Annex A to our Proxy Statement/Prospectus in Amendment No. 4 to Registration Statement on Form S-4 (333-167067) filed on August 25, 2010.
2.2	Norway-Sweden Share Purchase Agreement dated as of March 20, 2010 among Coca-Cola Enterprises, Inc., Coca-Cola Refreshments USA, Inc., The Coca-Cola Company and Bottling Holdings (Luxembourg) s.a.r.l.	Annex B to our Proxy Statement/Prospectus in Amendment No. 4 to Registration Statement on Form S-4 (333-167067) filed on August 25, 2010.
2.3	Amendment No. 1 dated as of September 6, 2010 to the Business Separation and Merger Agreement dated as of February 25, 2010, among Coca-Cola Enterprises, Inc., Coca-Cola Refreshments USA, Inc., The Coca-Cola Company and Cobalt Subsidiary LLC.	Exhibit 2.1 to our Current Report on Form 8-K, filed September 7, 2010.
3.1	Certificate of Amendment of Amended and Restated Certificate of Incorporation.	Exhibit 3.1 to our Current Report on Form 8-K filed on October 5, 2010.
3.2	Bylaws of International CCE Inc.	Exhibit 3.2 to our Proxy Statement/Prospectus in Amendment No. 3 to Registration Statement on Form S-4 (333-167067) filed on August 19, 2010.
4.1	Form of Indenture between International CCE Inc. and Deutsche Bank Trust Company Americas, as Trustee.	Exhibit 4.1 to our Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (333-168565) filed on September 1, 2010.
4.2	Form of 2.125% Notes due 2015.	Exhibit 4.1 to our Current Report on Form 8-K filed on September 14, 2010.

4.3	Form of 3.500% Notes due 2020.	Exhibit 4.2 to our Current Report on Form 8-K filed on September 14, 2010.
4.4	Form of 1.125% Notes due 2013.	Exhibit 4.1 to our Current Report on Form 8-K filed on November 12, 2010.
4.5	Form of 2.000% Notes due 2016.	Exhibit 4.1 to our Current Report on Form 8-K filed on August 19, 2011.
4.6	Form of 3.250% Notes due 2021.	Exhibit 4.2 to our Current Report on Form 8-K filed on August 19, 2011.
4.7	Form of 4.500% Notes due 2021.	Exhibit 4.1 to our Current Report on Form 8-K filed on February 18, 2011.
4.8	Form of Floating Rate Notes due 2014.	Exhibit 4.2 to our Current Report on Form 8-K filed on February 18, 2011.
10.1	Coca-Cola Enterprises, Inc. Deferred Compensation Plan for Nonemployee Directors (Effective October 2, 2010).*	Exhibit 10.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.
10.2	Coca-Cola Enterprises, Inc. Supplemental Savings Plan (Effective October 2, 2010).*	Exhibit 10.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.
10.3	Employment Agreement between John F. Brock and Coca-Cola Enterprises, Inc.*	Exhibit 10.1 to our Current Report on Form 8-K (Date of Report: October 7, 2010).
10.4	Employment Agreement between William Douglas and Coca-Cola Enterprises, Inc.*	Exhibit 10.2 to our Current Report on Form 8-K (Date of Report: October 7, 2010).
10.5	Employment Agreement between John Parker and Coca-Cola Enterprises, Inc.*	Exhibit 10.3 to our Current Report on Form 8-K (Date of Report: October 7, 2010).
10.6	Employment Agreement between Suzanne D. Patterson and Coca-Cola Enterprises, Inc.*	Exhibit 10.4 to our Current Report on Form 8-K (Date of Report: October 7, 2010).
10.7	Employment Agreement between Hubert Patricot and Coca-Cola Enterprises Europe, Ltd., dated January 28, 2009.	Exhibit 10.8 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.8.1	The Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan (Effective October 2, 2010).*	Exhibit 4.1 to our Registration Statement on Form S-8 (Date of Report: October 4, 2010).
10.8.2	Form of Stock Option Agreement for Senior Officers in the United States in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.1 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.8.3	Form of Stock Option Agreement for Senior Officers in the United Kingdom in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.2 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.8.4	Form of Stock Option Agreement for Senior Officers in the United Kingdom in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan and the 2010 UK Approved Option Subplan.*	Exhibit 10.3 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.8.5	Form of Restricted Stock Unit Agreement for Senior Officers in the United States in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.4 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.8.6	Form of Restricted Stock Unit Agreement for Senior Officers in the United Kingdom in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.5 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.8.7	Form of Performance Share Unit Agreement for Senior Officers in the United States in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.6 to our Current Report on Form 8-K (Date of Report: November 3, 2010).

10.8.8	Form of Performance Share Unit Agreement for Senior Officers in the United Kingdom in connection with the Coca-Cola Enterprises, Inc. 2010 Incentive Award Plan.*	Exhibit 10.7 to our Current Report on Form 8-K (Date of Report: November 3, 2010).
10.9.1	The Coca-Cola Enterprises, Inc. Legacy Long-Term Incentive Plan (As Amended and Restated) (Effective December 14, 2010).*	Exhibit 10.9.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.
10.9.2	Form of Stock Option Agreement for Nonemployee Directors under the 2001 Stock Option Plan.*†	Exhibit 99.2 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: December 13, 2004).
10.9.3	Form of Stock Option Agreement in connection with the 2001 Stock Option Plan and 2001 Stock Option Plan for French Employees.*	Exhibit 10.14.4 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.9.4	Form of Stock Option Agreement (Senior Officers Residing in the United Kingdom) in connection with the 2001 Stock Option Plan and the 2002 United Kingdom Approved Stock Option Subplan.* †	Exhibit 10.14.5 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300), for the fiscal year ended December 31, 2008.
10.9.5	Form of Restricted Stock Agreement in connection with the 2004 Stock Award Plan.* †	Exhibit 99.4 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: April 25, 2005).
10.9.6	Form of Stock Option Agreement for Nonemployee Directors in connection with the 2004 Stock Award Plan.* †	Exhibit 99.3 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: April 25, 2005).
10.9.7	Form of 2005 Stock Option Agreement in connection with the 2004 Stock Award Plan.* †	Exhibit 99.2 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: April 25, 2005).
10.9.8	Form of 2006 and 2007 Stock Option Agreement (Chief Executive Officer) in connection with 2004 Stock Award Plan.* †	Exhibit 10.1 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: August 3, 2006).
10.9.9	Form of 2006 and 2007 Stock Option Agreement (Senior Officers) in connection with the 2004 Stock Award Plan.* †	Exhibit 10.3 to the Current Report on Form 8-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) (Date of Report: August 3, 2006).
10.9.10	Form of 2007 Stock Option Agreement (Chief Executive Officer) in connection with the 2007 Incentive Award Plan.* †	Exhibit 10.31 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2007.
10.9.11	Form of 2007 Stock Option Agreement (Senior Officers) in connection with the 2007 Incentive Award Plan.* †	Exhibit 10.32 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2007.
10.9.12	Form of Stock Option Agreement (Chief Executive Officer and Senior Officers) in connection with the 2007 Incentive Award Plan for Awards after October 29, 2008.* †	Exhibit 10.16.4 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.9.13	Form of Stock Option Agreement (Senior Officer Residing in the United Kingdom) in connection with the 2007 Incentive Award Plan.* †	Exhibit 10.16.5 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.

10.9.14	Form of 2007 Restricted Stock Unit Agreement (Senior Officers) in connection with the 2007 Incentive Award Plan (As Amended December 19, 2008).* †	Exhibit 10.16.7 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.9.15	Form of Performance Share Unit Agreement (Chief Executive Officer and Senior Officers) in connection with the 2007 Incentive Award Plan for Awards after October 29, 2008.* †	Exhibit 10.16.12 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.9.16	Form of Performance Share Unit Agreement (Senior Officer Residing in the United Kingdom) in connection with the 2007 Award Incentive Plan for Awards after October 29, 2008.* †	Exhibit 10.16.13 to the Annual Report on Form 10-K for Coca-Cola Enterprises Inc., our predecessor entity (SEC File No. 1-09300) for the fiscal year ended December 31, 2008.
10.10	The Coca-Cola Enterprises, Inc. Executive Long-Term Disability Plan (Effective October 2, 2010).*	Exhibit 10.8 to our Current Report on Form 8-K (Date of Report: October 7, 2010).
10.11	Four Year Credit Agreement, dated as of August 26, 2010, among International CCE Inc., the lenders party thereto, Citibank, N.A., as administrative agent, Deutsche Bank Securities Inc., as syndication agent, Credit Suisse Securities (USA) LLC, as documentation agent, and Citigroup Global Markets Inc., Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC as joint book-running managers and joint lead arrangers.	Exhibit 10.1 to our Current Report on Form 8-K filed on August 26, 2010.
10.12	Transition Services Agreement dated as of October 2, 2010 among Coca-Cola Enterprises, Inc. and The Coca-Cola Company.	Exhibit 10.1 to our Current Report on Form 8-K filed on October 5, 2010.
10.13	Form of Bottler's Agreement made and entered into with effect from October 2, 2010, by and among The Coca-Cola Company, The Coca-Cola Export Corporation, and the bottling subsidiaries of Coca-Cola Enterprises, Inc.	Exhibit 10.2 to our Current Report on Form 8-K filed on October 5, 2010.
10.14	Incidence Pricing Agreement dated as of October 2, 2010 between Coca-Cola Enterprises, Inc. and The Coca-Cola Company.	Exhibit 10.3 to our Current Report on Form 8-K filed on October 5, 2010.
10.15	Form of Corporate Name Letter dated as of October 2, 2010 by and among Coca-Cola Enterprises, Inc., The Coca-Cola Company, The Coca-Cola Export Corporation, and the bottling subsidiaries of Coca-Cola Enterprises, Inc.	Exhibit 10.4 to our Current Report on Form 8-K filed on October 5, 2010.
10.16	Tax Sharing Agreement dated February 25, 2010 among Coca-Cola Enterprises, Inc., Coca-Cola Refreshments USA, Inc. and The Coca-Cola Company.	Exhibit 10.5 to our Current Report on Form 8-K filed on October 5, 2010.
10.17	Employee Matters Agreement dated February 25, 2010 among Coca-Cola Enterprises, Inc., Coca-Cola Refreshments USA, Inc. and The Coca-Cola Company.	Exhibit 10.6 to our Current Report on Form 8-K filed on October 5, 2010.
10.18	Trust Deed and Rules of the Coca-Cola Enterprises UK Employee Share Plan.	Exhibit 4.2 to our Registration Statement on Form S-8 (333-169733) filed on October 4, 2010.
10.19	Rules of the Coca-Cola Enterprises Belgium/Coca-Cola Enterprises Services Belgian and Luxembourg Stock Savings Plan.	Exhibit 4.3 to our Registration Statement on Form S-8 (333-169733) filed on October 4, 2010.
10.20	Form of Director Indemnification Agreement.	Filed herewith.
12	Statement re: computation of ratios.	Filed herewith.
21	Subsidiaries of Coca-Cola Enterprises, Inc.	Filed herewith.
23	Consent of Independent Registered Public Accounting Firm.	Filed herewith.
24	Powers of Attorney.	Filed herewith.



31.1	Certification of John F. Brock, Chairman and Chief Executive Officer of Coca-Cola Enterprises, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification by William W. Douglas III, Executive Vice President and Chief Financial Officer of Coca-Cola Enterprises, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.1	Certification of John F. Brock, Chairman and Chief Executive Officer of Coca-Cola Enterprises, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.2	Certification of William W. Douglas III, Executive Vice President and Chief Financial Officer of Coca-Cola Enterprises, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
101.INS	XBRL Instance Document.	Filed herewith.
101.SCH	XBRL Taxonomy Extension Schema Document.	Filed herewith.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith.

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\* Management contracts and compensatory plans or arrangements required to be filed as exhibits to this form, pursuant to Item 15(b).

† The outstanding awards under referenced plan were assumed by the registrant in connection with its separation from its predecessor entity, Coca-Cola Enterprises Inc. (SEC File No. 1-09300) on October 2, 2010. The referenced plan was incorporated within the Coca-Cola Enterprises, Inc. Legacy Long-Term Incentive Plan immediately prior to such separation.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COCA-COLA ENTERPRISES, INC.  
*(Registrant)*

By:                     /s/ JOHN F. BROCK                      
  John F. Brock  
  *Chairman and Chief Executive Officer*

Date: February 10, 2012

Pursuant to requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ JOHN F. BROCK</u> <b>(John F. Brock)</b>	Chairman and Chief Executive Officer	February 10, 2012
<u>/s/ WILLIAM W. DOUGLAS III</u> <b>(William W. Douglas III)</b>	Executive Vice President and Chief Financial Officer (principal financial officer)	February 10, 2012
<u>/s/ SUZANNE D. PATTERSON</u> <b>(Suzanne D. Patterson)</b>	Vice President, Controller, and Chief Accounting Officer (principal accounting officer)	February 10, 2012
<u>*</u> <b>(Jan Bennink)</b>	Director	February 10, 2012
<u>*</u> <b>(Calvin Darden)</b>	Director	February 10, 2012
<u>*</u> <b>(L. Phillip Humann)</b>	Director	February 10, 2012
<u>*</u> <b>(Orrin H. Ingram, II)</b>	Director	February 10, 2012
<u>*</u> <b>(Donna A. James)</b>	Director	February 10, 2012
<u>*</u> <b>(Thomas H. Johnson)</b>	Director	February 10, 2012
<u>*</u> <b>(Suzanne B. Labarge)</b>	Director	February 10, 2012
<u>*</u> <b>(Véronique Morali)</b>	Director	February 10, 2012
<u>*</u> <b>(Garry Watts)</b>	Director	February 10, 2012
<u>*</u> <b>(Curtis R. Welling)</b>	Director	February 10, 2012
<u>*</u> <b>(Phoebe A. Wood)</b>	Director	February 10, 2012

\*By: /s/ JOHN R. PARKER, JR  
John R. Parker, Jr  
*Attorney-in-Fact*

**DIRECTOR INDEMNIFICATION AGREEMENT**

This Director Indemnification Agreement, dated as of February \_\_\_, 2011 (this “*Agreement*”), is made by and between Coca-Cola Enterprises, Inc., a Delaware corporation (the “*Company*”), and \_\_\_\_\_ (“*Indemnitee*”).

**RECITALS:**

A. Section 141 of the Delaware General Corporation Law provides that the business and affairs of a corporation shall be managed by or under the direction of its board of directors.

B. By virtue of the managerial prerogatives vested in the directors of a Delaware corporation, directors act as fiduciaries of the corporation and its stockholders.

C. Thus, it is critically important to the Company and its stockholders that the Company be able to attract and retain the most capable persons reasonably available to serve as directors of the Company.

D. In recognition of the need for corporations to be able to induce capable and responsible persons to accept positions in corporate management, Delaware law authorizes (and in some instances requires) corporations to indemnify their directors and officers, and further authorizes corporations to purchase and maintain insurance for the benefit of their directors and officers.

E. The Delaware courts have recognized that indemnification by a corporation serves the dual policies of (1) allowing corporate officials to resist unjustified lawsuits, secure in the knowledge that, if vindicated, the corporation will bear the expense of litigation, and (2) encouraging capable women and men to serve as corporate directors and officers, secure in the knowledge that the corporation will absorb the costs of defending their honesty and integrity.

F. The number of lawsuits challenging the judgment and actions of directors of Delaware corporations, the costs of defending those lawsuits and the threat to directors' personal assets have all materially increased over the past several years, chilling the willingness of capable women and men to undertake the responsibilities imposed on corporate directors.

G. Recent federal legislation and rules adopted by the Securities and Exchange Commission and the national securities exchanges have exposed such directors to new and substantially broadened civil liabilities.

H. Under Delaware law, a director's right to be reimbursed for the costs of defense of criminal actions, whether such claims are asserted under state or federal law, does not depend upon the merits of the claims asserted against the director and is separate and distinct from any right to indemnification the director may be able to establish.

I. Indemnitee is, or will be, a director of the Company and his or her willingness to serve in such capacity is predicated, in substantial part, upon the Company's willingness to indemnify him or her in accordance with the principles reflected above, to the fullest extent permitted by the laws of the State of Delaware, and upon the other undertakings set forth in this Agreement.

J. Therefore, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's continued service as a director of the Company and to enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company's certificate of incorporation or bylaws (collectively, the “*Constituent Documents*”), any change in the composition of the Company's Board of Directors (the “*Board*”) or any change-in-control or business combination transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancement of Expenses to Indemnitee as set forth in this Agreement and for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

K. In light of the considerations referred to in the preceding recitals, it is the Company's intention and desire that the provisions of this Agreement be construed liberally, subject to their express terms, to maximize the protections to be provided to Indemnitee hereunder.

## AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. **Certain Definitions.** In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) **"Change in Control"** shall have occurred at such time, if any, as Incumbent Directors cease for any reason to constitute a majority of Directors. For purpose of this Section 1(a), **"Incumbent Directors"** means the individuals who, as of the date hereof, are Directors of the Company and any individual becoming a Director subsequent to the date hereof whose election, nomination for election by the Company's stockholders, or appointment, was approved by a vote of at least two-thirds of the then Incumbent Directors (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination); *provided, however*, that an individual shall not be an Incumbent Director if such individual's election or appointment to the Board occurs as a result of an actual or threatened election contest (as described in Rule 14a-12(c) of the Securities Exchange Act of 1934, as amended) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board.

(b) **"Claim"** means (i) any threatened, asserted, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; and (ii) any inquiry or investigation, whether made, instituted or conducted, by the Company or any other Person, including without limitation any federal, state or other governmental entity, that Indemnitee determines might lead to the institution of any such claim, demand, action, suit or proceeding. For the avoidance of doubt, the Company intends indemnity to be provided hereunder in respect of acts or failure to act prior to, on or after the date hereof.

(c) **"Controlled Affiliate"** means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, whether or not for profit, that is directly or indirectly controlled by the Company. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity or enterprise, whether through the ownership of voting securities, through other voting rights, by contract or otherwise; *provided* that direct or indirect Beneficial Ownership of capital stock or other interests in an entity or enterprise entitling the holder to cast 15% or more of the total number of votes generally entitled to be cast in the election of directors (or persons performing comparable functions) of such entity or enterprise shall be deemed to constitute control for purposes of this definition.

(d) **"Disinterested Director"** means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee.

(e) **"Expenses"** means attorneys' and experts' fees and expenses and all other costs and expenses paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in (including on appeal), any Claim.

(f) **"Indemnifiable Claim"** means any Claim based upon, arising out of or resulting from (i) any actual, alleged or suspected act or failure to act by Indemnitee in his or her capacity as a director, officer, employee or agent of the Company or as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, whether or not for profit, as to which Indemnitee is or was serving at the request of the Company, (ii) any actual, alleged or suspected act or failure to act by Indemnitee in respect of any business, transaction, communication, filing, disclosure or other activity of the Company or any other entity or enterprise referred to in clause (i) of this sentence, or (iii) Indemnitee's status as a current or former director, officer, employee or agent of the Company or as a current or former director, officer, employee, member, manager, trustee or agent of the Company or any other entity or enterprise referred to in clause (i) of this sentence or any actual, alleged or suspected act or failure to act by Indemnitee in connection with any obligation or restriction imposed upon Indemnitee by reason of such status. In addition to any service at the actual request of the Company, for purposes of this Agreement, Indemnitee shall be deemed to be serving or to have served at the request of the Company as a director, officer, employee, member, manager, agent, trustee or other fiduciary of another entity or enterprise if Indemnitee is or was serving as a director, officer, employee, member, manager, agent, trustee or other fiduciary of such entity or enterprise and (A) such entity or enterprise is or at the time of such service was a Controlled Affiliate, (B) such entity or enterprise is or at the time of such service was an employee benefit plan (or related trust) sponsored or maintained by the Company or a Controlled Affiliate, or (C) the Company or a Controlled Affiliate (by action of the Board, any committee thereof or the Company's Chief Executive Officer ("**CEO**") (other than as the CEO him or herself)) caused or authorized Indemnitee to be nominated, elected, appointed, designated, employed, engaged or selected to serve in such capacity.

(g) “**Indemnifiable Losses**” means any and all Losses relating to, arising out of or resulting from any Indemnifiable Claim; provided, however, that Indemnifiable Losses shall not include Losses incurred by Indemnitee in respect of any Indemnifiable Claim (or any matter or issue therein) as to which Indemnitee shall have been adjudged liable to the Company, unless and only to the extent that the Delaware Court of Chancery or the court in which such Indemnifiable Claim was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses as the court shall deem proper.

(h) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company (or any subsidiary of the Company) or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements) or (ii) any other named (or, as to a threatened matter, reasonably likely to be named) party to the Indemnifiable Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(i) “**Losses**” means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other) and amounts paid or payable in settlement, including without limitation all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing.

(j) “**Person**” means any individual, entity, or group, within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended.

(k) “**Standard of Conduct**” means the standard for conduct by Indemnitee that is a condition precedent to indemnification of Indemnitee hereunder against Indemnifiable Losses relating to, arising out of or resulting from an Indemnifiable Claim. The Standard of Conduct is (i) good faith and reasonable belief by Indemnitee that his or her action was in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, that Indemnitee had no reasonable cause to believe that his or her conduct was unlawful, or (ii) any other applicable standard of conduct that may hereafter be substituted under Section 145(a) or (b) of the Delaware General Corporation Law or any successor to such provision(s).

2. **Indemnification Obligation.** Subject only to Section 7 and to the proviso in this Section, the Company shall indemnify, defend and hold harmless Indemnitee, to the fullest extent permitted or required by the laws of the State of Delaware in effect on the date hereof or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Indemnifiable Claims and Indemnifiable Losses; *provided, however*, that, except as provided in Sections 4 and 20, Indemnitee shall not be entitled to indemnification pursuant to this Agreement in connection with any Claim initiated by Indemnitee against the Company or any director or officer of the Company unless the Company has joined in or consented to the initiation of such Claim. The Company acknowledges that the foregoing obligation is substantially broader than that now provided by applicable law and the Company's Constituent Documents and intends that it be interpreted consistently with this Section and the recitals to this Agreement.

3. **Advancement of Expenses.** Indemnitee shall have the right to advancement by the Company prior to the final disposition of any Indemnifiable Claim of any and all Expenses relating to, arising out of or resulting from any Indemnifiable Claim paid or incurred by Indemnitee or which Indemnitee determines in good faith are reasonably likely to be paid or incurred by Indemnitee and as to which Indemnitee's counsel provides supporting documentation. Without limiting the generality or effect of any other provision hereof, Indemnitee's right to such advancement is not subject to the satisfaction of any Standard of Conduct. Without limiting the generality or effect of the foregoing, within five business days after any request by Indemnitee that is accompanied by supporting documentation for specific Expenses to be reimbursed or advanced, the Company shall, in accordance with such request (but without duplication), (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses; *provided* that Indemnitee shall repay, without interest any amounts actually advanced to Indemnitee that, at the final disposition of the Indemnifiable Claim to which the advance related, were in excess of amounts paid or payable by Indemnitee in respect of Expenses relating to, arising out of or resulting from such Indemnifiable Claim. In connection with any such payment, advancement or reimbursement, at the request of the Company, Indemnitee shall execute and deliver to the Company an undertaking, which need not be secured and shall be accepted without reference to Indemnitee's ability to repay the Expenses, by or on behalf of the Indemnitee, to repay any amounts paid, advanced or reimbursed by the Company in respect of Expenses relating to, arising out of or resulting from any Indemnifiable Claim in respect of which it shall have been determined, following the final disposition of such Indemnifiable Claim and in accordance with Section 7, that Indemnitee is not entitled to indemnification hereunder.

4. **Indemnification for Additional Expenses.** Without limiting the generality or effect of the foregoing, the Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within five business days of such request accompanied by supporting documentation for specific Expenses to be reimbursed or advanced, any and all Expenses paid or incurred by Indemnitee or which Indemnitee determines in good faith are reasonably likely to be paid or incurred by Indemnitee in connection with any Claim made, instituted or conducted by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect relating to Indemnifiable Claims, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless in each case of whether Indemnitee ultimately is determined to be entitled to such indemnification, reimbursement, advance or insurance recovery, as the case may be; *provided, however*, that Indemnitee shall return, without interest, any such advance of Expenses (or portion thereof) which remains unspent at the final disposition of the Claim to which the advance related.

5. **Partial Indemnity.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Indemnifiable Loss but not for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

6. **Procedure for Notification.** To obtain indemnification under this Agreement in respect of an Indemnifiable Claim or Indemnifiable Loss, Indemnitee shall submit to the Company a written request therefor, including a brief description (based upon information then available to Indemnitee) of such Indemnifiable Claim or Indemnifiable Loss. If, at the time of the receipt of such request, the Company has directors' and officers' liability insurance in effect under which coverage for such Indemnifiable Claim or Indemnifiable Loss is potentially available, the Company shall give prompt written notice of such Indemnifiable Claim or Indemnifiable Loss to the applicable insurers in accordance with the procedures set forth in the applicable policies. The Company shall provide to Indemnitee a copy of such notice delivered to the applicable insurers and, upon Indemnitee's request, copies of all subsequent correspondence between the Company and such insurers regarding the Indemnifiable Claim or Indemnifiable Loss, in each case substantially concurrently with the delivery thereof by the Company. The failure by Indemnitee to timely notify the Company of any Indemnifiable Claim or Indemnifiable Loss shall not relieve the Company from any liability hereunder unless, and only to the extent that, the Company did not otherwise learn of such Indemnifiable Claim or Indemnifiable Loss and such failure results in forfeiture by the Company of substantial defenses, rights or insurance coverage.

7. **Determination of Right to Indemnification.**

(a) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Indemnifiable Claim or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim in accordance with Section 2 and no Standard of Conduct Determination (as defined in Section 7(b)) shall be required.

(b) To the extent that the provisions of Section 7(a) are inapplicable to an Indemnifiable Claim that shall have been finally disposed of, any determination of whether Indemnitee has satisfied the applicable Standard of Conduct (a "**Standard of Conduct Determination**") shall be made as follows: (i) if a Change in Control shall not have occurred, or if a Change in Control shall have occurred but Indemnitee shall have requested that the Standard of Conduct Determination be made pursuant to this clause (i), (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) if such Disinterested Directors so direct, by a majority vote of a committee of Disinterested Directors designated by a majority vote of all Disinterested Directors, or (C) if there are no such Disinterested Directors, or if a majority of the Disinterested Directors so direct, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; and (ii) if a Change in Control shall have occurred and Indemnitee shall not have requested that the Standard of Conduct Determination be made pursuant to clause (i), by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee. Indemnitee shall cooperate with reasonable requests of the individual or firm making such Standard of Conduct Determination, including providing to such Person documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination without incurring any unreimbursed cost in connection therewith. The Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within five business days of such request accompanied by supporting documentation for specific costs and expenses to be reimbursed or advanced, any and all costs and expenses (including attorneys' and experts' fees and expenses) incurred by Indemnitee in so cooperating with the Person making such Standard of Conduct Determination.

(c) The Company shall use its reasonable efforts to cause any Standard of Conduct Determination required under Section 7(b) to be made as promptly as practicable. If (i) the Person empowered or selected under Section 7 to make the Standard of Conduct Determination shall not have made a determination within 30 calendar days after the later of (A) receipt by

the Company of written notice from Indemnatee advising the Company of the final disposition of the applicable Indemnifiable Claim (the date of such receipt being the “**Notification Date**”) and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, that is permitted under the provisions of Section 7(e) to make such determination, and (ii) Indemnatee shall have fulfilled his or her obligations set forth in the second sentence of Section 7(b), then Indemnatee shall be deemed to have satisfied the applicable Standard of Conduct; *provided* that such 30-day period may be extended for a reasonable time, not to exceed an additional 30 calendar days, if the Person making such determination in good faith requires such additional time for the obtaining or evaluation or documentation and/or information relating thereto.

(d) If (i) Indemnatee shall be entitled to indemnification hereunder against any Indemnifiable Losses pursuant to Section 7(a), (ii) no determination of whether Indemnatee has satisfied any applicable standard of conduct under Delaware law is a legally required condition precedent to indemnification of Indemnatee hereunder against any Indemnifiable Losses, or (iii) Indemnatee has been determined or deemed pursuant to Section 7(b) or (c) to have satisfied the applicable Standard of Conduct, then the Company shall pay to Indemnatee, within five business days after the later of (x) the Notification Date in respect of the Indemnifiable Claim or portion thereof to which such Indemnifiable Losses are related, out of which such Indemnifiable Losses arose or from which such Indemnifiable Losses resulted and (y) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) above shall have been satisfied, an amount equal to the amount of such Indemnifiable Losses. Nothing herein is intended to mean or imply that the Company is intending to use Section 145(f) of the Delaware General Corporation Law to dispense with a requirement that Indemnatee meet the applicable Standard of Conduct where it is otherwise required by such statute.

(e) If a Standard of Conduct Determination is required to be, but has not been, made by Independent Counsel pursuant to Section 7(b)(i), the Independent Counsel shall be selected by the Board or a Board Committee, and the Company shall give written notice to Indemnatee advising him or her of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is required to be, or to have been, made by Independent Counsel pursuant to Section 7(b)(ii), the Independent Counsel shall be selected by Indemnatee, and Indemnatee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnatee or the Company, as applicable, may, within five business days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of “Independent Counsel” in Section 1(h), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the Person so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences and clause (i) of this sentence shall apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 7(e) to make the Standard of Conduct Determination shall have been selected within 30 calendar days after the Company gives its initial notice pursuant to the first sentence of this Section 7(e) or Indemnatee gives its initial notice pursuant to the second sentence of this Section 7(e), as the case may be, either the Company or Indemnatee may petition the Court of Chancery of the State of Delaware for resolution of any objection which shall have been made by the Company or Indemnatee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person or firm selected by the Court or by such other person as the Court shall designate, and the person or firm with respect to whom all objections are so resolved or the person or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the actual and reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel's determination pursuant to Section 7(b).

8. **Presumption of Entitlement.** Notwithstanding any other provision hereof, in making any Standard of Conduct Determination, the Person making such determination shall presume that Indemnatee has satisfied the applicable Standard of Conduct, and the Company may overcome such presumption only by its adducing clear and convincing evidence to the contrary. Any Standard of Conduct Determination that is adverse to Indemnatee may be challenged by the Indemnatee in the Court of Chancery of the State of Delaware. No determination by the Company (including by its directors or any Independent Counsel) that Indemnatee has not satisfied any applicable Standard of Conduct shall be a defense to any Claim by Indemnatee for indemnification or reimbursement or advance payment of Expenses by the Company hereunder or create a presumption that Indemnatee has not met any applicable Standard of Conduct.

9. **No Other Presumption.** For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere* or its equivalent, will not create a presumption that Indemnatee did not meet any applicable Standard of Conduct or that indemnification hereunder is otherwise not permitted.



10. **Non-Exclusivity.** The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Constituent Documents, or the substantive laws of the Company's jurisdiction of incorporation, any other contract or otherwise (collectively, "**Other Indemnity Provisions**"); *provided, however*, that (a) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, Indemnitee will without further action be deemed to have such greater right hereunder, and (b) to the extent that any change is made to any Other Indemnity Provision which permits any greater right to indemnification than that provided under this Agreement as of the date hereof, Indemnitee will be deemed to have such greater right hereunder. The Company may not, without the consent of Indemnitee, adopt any amendment to any of the Constituent Documents the effect of which would be to deny, diminish or encumber Indemnitee's right to indemnification under this Agreement or any Other Indemnity Provision.

11. **Liability Insurance and Funding.** For the duration of Indemnitee's service as a director and/or officer of the Company and for not less than five years thereafter, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to cause to be maintained in effect policies of directors' and officers' liability insurance providing coverage for Indemnitee that is at least as favorable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. Upon request, the Company shall provide Indemnitee or his or her counsel with a copy of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials. In all policies of directors' and officers' liability insurance obtained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits, subject to the same limitations, as are accorded to the Company's directors and officers most favorably insured by such policy. Notwithstanding the foregoing, (i) the Company may, but shall not be required to, create a trust fund, grant a security interest or use other means, including without limitation a letter of credit, to ensure the payment of such amounts as may be necessary to satisfy its obligations to indemnify and advance expenses pursuant to this Agreement and (ii) in renewing or seeking to renew any insurance hereunder, the Company will not be required to expend more than 3.0 times the premium amount of the immediately preceding policy period (equitably adjusted if necessary to reflect differences in policy periods).

12. **Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the related rights of recovery of Indemnitee against other Persons (other than Indemnitee's successors), including any entity or enterprise referred to in clause (i) of the definition of "Indemnifiable Claim" in Section 1(f). Indemnitee shall execute all papers reasonably required to evidence such rights (all of Indemnitee's reasonable Expenses, including attorneys' fees and charges, related thereto to be reimbursed by or, at the option of Indemnitee, advanced by the Company).

13. **No Duplication of Payments.** The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Indemnifiable Losses to the extent Indemnitee has otherwise already actually received payment (net of Expenses incurred in connection therewith) under any insurance policy, the Constituent Documents and Other Indemnity Provisions or otherwise (including from any entity or enterprise referred to in clause (i) of the definition of "Indemnifiable Claim" in Section 1(f)) in respect of such Indemnifiable Losses otherwise indemnifiable hereunder.

14. **Defense of Claims.** Subject to the provisions of applicable policies of directors' and officers' liability insurance, the Company shall be entitled to participate in the defense of any Indemnifiable Claim or to assume or lead the defense thereof with counsel reasonably satisfactory to the Indemnitee; *provided* that if Indemnitee determines, after consultation with counsel selected by Indemnitee, that (a) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict, (b) the named parties in any such Indemnifiable Claim (including any impleaded parties) include both the Company and Indemnitee and Indemnitee shall conclude that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company, (c) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, or (d) Indemnitee has interests in the claim or underlying subject matter that are different from or in addition to those of other Persons against whom the Claim has been made or might reasonably be expected to be made, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Indemnifiable Claim for all indemnitees in Indemnitee's circumstances) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Indemnifiable Claim effected without the Company's prior written consent. The Company shall not, without the prior written consent of the Indemnitee, effect any settlement of any threatened or pending Indemnifiable Claim which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of the Indemnitee from all liability on any claims that are the subject matter of such Indemnifiable Claim. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement; *provided* that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee.

15. **Successors, Binding Agreement and Survival.**

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any Person acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the “*Company*” for purposes of this Agreement), but shall not otherwise be assignable or delegable by the Company.

(b) This Agreement shall inure to the benefit of and be enforceable by the Indemnitee's personal or legal representatives, executors, administrators, heirs, distributees, legatees and other successors.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 15(a) and 15(b). Without limiting the generality or effect of the foregoing, Indemnitee's right to receive payments hereunder shall not be assignable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by the Indemnitee's will or by the laws of descent and distribution, and, in the event of any attempted assignment or transfer contrary to this Section 15(c), the Company shall have no liability to pay any amount so attempted to be assigned or transferred.

(d) For the avoidance of doubt, this Agreement shall survive and continue even though Indemnitee may have terminated his or her service as a director, officer, employee or agent of the Company or as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, whether or not for profit, as to which Indemnitee is or was serving at the request of the Company.

16. **Notices.** For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or one business day after having been sent for next-day delivery by a nationally recognized overnight courier service, addressed to the Company (to the attention of the Secretary of the Company) and to Indemnitee at the applicable address shown on the signature page hereto, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address will be effective only upon receipt.

17. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without giving effect to the principles of conflict of laws of such State. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the Chancery Court of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement, waive all procedural objections to suit in that jurisdiction, including without limitation objections as to venue or inconvenience, agree that service in any such action may be made by notice given in accordance with Section 16 and also agree that any action instituted under this Agreement shall be brought only in the Chancery Court of the State of Delaware.

18. **Validity.** If any provision of this Agreement or the application of any provision hereof to any Person or circumstance is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other Person or circumstance shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent, and only to the extent, necessary to make it enforceable, valid or legal. In the event that any court or other adjudicative body shall decline to reform any provision of this Agreement held to be invalid, unenforceable or otherwise illegal as contemplated by the immediately preceding sentence, the parties thereto shall take all such action as may be necessary or appropriate to replace the provision so held to be invalid, unenforceable or otherwise illegal with one or more alternative provisions that effectuate the purpose and intent of the original provisions of this Agreement as fully as possible without being invalid, unenforceable or otherwise illegal.

19. **Miscellaneous.** No provision of this Agreement may be waived, modified or discharged unless such waiver, modification or discharge is agreed to in writing signed by Indemnitee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement.

20. **Legal Fees and Expenses.** It is the intent of the Company that Indemnitee not be required to incur legal fees and or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee hereunder. Accordingly, without limiting the generality or effect of any other provision hereof, if it should reasonably appear to Indemnitee that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other Person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to improperly deny, or to improperly recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, the Company irrevocably authorizes the Indemnitee from time to time to retain counsel of Indemnitee's choice, at the expense of the Company as hereafter provided, to advise and represent Indemnitee in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other Person affiliated with the Company, in any jurisdiction. Without limiting the generality or effect of any other provision hereof or respect to whether Indemnitee prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses actually and reasonably incurred by Indemnitee in connection with any of the foregoing.

21. **Certain Interpretive Matters.** Unless the context of this Agreement otherwise requires, (1) "it" or "its" or words of any gender include each other gender, (2) words using the singular or plural number also include the plural or singular number, respectively, (3) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (4) the terms "Article," "Section," "Annex" or "Exhibit" refer to the specified Article, Section, Annex or Exhibit of or to this Agreement, (5) the terms "include," "includes" and "including" will be deemed to be followed by the words "without limitation" (whether or not so expressed), and (6) the word "or" is disjunctive but not exclusive. Whenever this Agreement refers to a number of days, such number will refer to calendar days unless business days are specified and whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day, then such period or date will be extended until the immediately following business day. As used herein, "business day" means any day other than Saturday, Sunday or a United States federal holiday.

22. **Entire Agreement.** This Agreement and the Constituent Documents constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter of this Agreement. Any prior agreements or understandings between the parties hereto with respect to indemnification are hereby terminated and of no further force or effect.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Indemnatee has executed and the Company has caused its duly authorized representative to execute this Agreement as of the date first above written.

COCA-COLA ENTERPRISES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INDEMNITEE**

\_\_\_\_\_

Name: \_\_\_\_\_

**COCA-COLA ENTERPRISES, INC.**  
**EARNINGS TO FIXED CHARGES**  
(in millions; except ratios)

	Year-ended December 31,				
	2011	2010	2009	2008	2007
<b>Computation of Earnings:</b>					
Income before income taxes	\$ 945	\$ 746	\$ 727	\$ 629	\$ 568
Add:					
Interest expense	90	66	86	118	138
Amortization of debt premium/discount and expenses	1	—	—	6	11
Interest portion of rent expense	29	27	25	31	29
Earnings as adjusted	<u>\$ 1,065</u>	<u>\$ 839</u>	<u>\$ 838</u>	<u>\$ 784</u>	<u>\$ 746</u>
<b>Computation of Fixed Charges:</b>					
Interest expense	\$ 90	\$ 66	\$ 86	\$ 118	\$ 138
Capitalized interest	—	—	—	1	1
Amortization of debt premium/discount and expenses	1	—	—	6	11
Interest portion of rent expense	29	27	25	31	29
Fixed charges	<u>\$ 120</u>	<u>\$ 93</u>	<u>\$ 111</u>	<u>\$ 156</u>	<u>\$ 179</u>
<b>Ratio of Earnings to Fixed Charges<sup>(A)</sup></b>	<u>8.89</u>	<u>9.01</u>	<u>7.52</u>	<u>5.04</u>	<u>4.16</u>

<sup>(A)</sup> Ratios were calculated prior to rounding to millions.

**COCA-COLA ENTERPRISES, INC.  
SIGNIFICANT SUBSIDIARIES  
AS OF DECEMBER 31, 2011**

**Non-U.S. Entities:**

<b><u>Non-U.S. Entities:</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Ownership</u></b>
Coca-Cola Enterprises Belgium SPRL	Belgium	Bottling Holdings (Netherlands) BV ("BHN") / CCELux
Coca-Cola Enterprises Nederland BV	Netherlands	BHN
Coca-Cola Entreprise SAS	France	Bottling Holding France
Coca-Cola Enterprises Great Britain Limited ("CCE GB")	Great Britain	Bottling Great Britain Limited
Coca-Cola Enterprises Limited	Great Britain	CCE GB
CCE Holdings (Luxembourg) Commandite SCS ("CCEHLC")	Luxembourg	CCE
Bottling Holdings Investment (Luxembourg) SARL ("BHIL")	Luxembourg	CCEHLC
Bottling Holdings (Luxembourg) SARL ("BHL")	Luxembourg	BHIL
Coca-Cola Enterprises Luxembourg SARL ("CCELux")	Luxembourg	BHL

**Domestic Entities:**

<b><u>Domestic Entities:</u></b>	<b><u>State</u></b>	<b><u>Ownership</u></b>
Coca-Cola Enterprises, Inc. ("CCE")	Delaware	N/A
BHI Finance LLC	Delaware	CCE

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements of Coca-Cola Enterprises, Inc.:

- Registration Statement No. 333-167067 on Form S-4, dated August 25, 2010,
- Registration Statement No. No. 333-169733 on Form S-8, dated October 4, 2010,
- Registration Statement No. No. 333-167067 on Form S-8, dated October 4, 2010, and
- Registration Statement No. 333-170322 on Form S-3, dated November 3, 2010;

of our reports dated February 10, 2012, with respect to the consolidated financial statements of Coca-Cola Enterprises, Inc. and the effectiveness of internal control over financial reporting of Coca-Cola Enterprises, Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2011.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 10, 2012

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, that I, Jan Bennink, Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Jan Bennink

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Jan Bennink  
Director,  
Coca-Cola Enterprises, Inc.



## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Calvin Darden, Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Calvin Darden

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Calvin Darden  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, L. Phillip Humann, Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ L. Phillip Humann

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L. Phillip Humann  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Orrin H. Ingram, II, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Orrin H. Ingram, II

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Orrin H. Ingram, II  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Donna A. James, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Donna A. James

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Donna A. James  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Thomas H. Johnson, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Thomas H. Johnson

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Thomas H. Johnson  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Suzanne B. Labarge, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Suzanne B. Labarge

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Suzanne B. Labarge  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Véronique Morali, a Director of Coca-Cola Enterprises, Inc. (the “Company”), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Véronique Morali

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Véronique Morali  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Garry Watts, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Garry Watts

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Garry Watts  
Director,  
Coca-Cola Enterprises, Inc.



## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Curtis R. Welling, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Curtis R. Welling

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Curtis R. Welling  
Director,  
Coca-Cola Enterprises, Inc.

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, Phoebe A. Wood, a Director of Coca-Cola Enterprises, Inc. (the "Company"), do hereby appoint William W. Douglas III, Executive Vice President and Chief Financial Officer of the Company, John R. Parker, Jr., Senior Vice President and General Counsel of the Company, and William T. Plybon, Secretary of the Company, or any one of them, my true and lawful attorney for me and in my name in any and all capacities for the purpose of executing on my behalf the Company's Annual Report on Form 10-K for the year ended December 31, 2011 or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of February, 2012.

/s/ Phoebe A. Wood

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Phoebe A. Wood  
Director,  
Coca-Cola Enterprises, Inc.

**302 CERTIFICATION  
OF CHIEF EXECUTIVE OFFICER**

I, John F. Brock, Chief Executive Officer of Coca-Cola Enterprises, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Coca-Cola Enterprises, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15f and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2012

/s/ John F. Brock

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John F. Brock  
Chief Executive Officer  
Coca-Cola Enterprises, Inc.

**302 CERTIFICATION  
OF CHIEF FINANCIAL OFFICER**

I, William W. Douglas III, Chief Financial Officer of Coca-Cola Enterprises, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Coca-Cola Enterprises, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15f and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2012

/s/ William W. Douglas III  
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William W. Douglas III  
Chief Financial Officer  
Coca-Cola Enterprises, Inc.

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Coca-Cola Enterprises, Inc. (the "Company") on Form 10-K for the period ending December 31, 2011 (the "Report"), I, John F. Brock, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ John F. Brock

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John F. Brock  
Chief Executive Officer

February 10, 2012

*A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Coca-Cola Enterprises, Inc. and will be retained by Coca-Cola Enterprises, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Coca-Cola Enterprises, Inc. (the "Company") on Form 10-K for the period ending December 31, 2011 (the "Report"), I, William W. Douglas III, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William W. Douglas III

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William W. Douglas III  
Chief Financial Officer

February 10, 2012

*A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Coca-Cola Enterprises, Inc. and will be retained by Coca-Cola Enterprises, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*