



Affiliated Transaction Committee Charter

Effective date: December 12, 2006

Authority and Responsibilities

1. **Approval of Affiliated Transactions.** The Committee shall review, consider and pass upon any Affiliated Transaction, and no such transaction shall be effected without the concurrence of the Affiliated Transaction Committee.
2. **Meaning of "Affiliated Transaction."** "Affiliated Transaction" means
 - a. any merger or consolidation between the Company and The Coca-Cola Company;
 - b. any purchase by the Company of an equity interest in The Coca-Cola Company;
 - c. any purchase by The Coca-Cola Company from the Company of an equity interest in the Company;
 - d. any purchase by the Company from The Coca-Cola Company of goods or services, other than in the ordinary course of business;
 - e. any other transaction between the Company and The Coca-Cola Company, not in the ordinary course of business, having an aggregate value in excess of \$10 million;
 - f. any other transaction between the Company and The Coca-Cola Company that the Board of Directors shall designate as an "Affiliated Transaction."; and
 - g. any other matter or state of affairs involving The Coca-Cola Company or its bottlers that might materially impact the Company's performance

For the purposes of the definition of "Affiliated Transaction"

- the term "Company" refers to (i) Coca-Cola Enterprises Inc. and (ii) any other entity in which Coca-Cola Enterprises Inc. has more than 50% of the voting power in the election of directors or in which it has the power to elect a majority of that entity's board of directors; and
 - the term "The Coca-Cola Company" refers to (i) The Coca-Cola Company; (ii) any other entity in which The Coca-Cola Company has more than 50% of the voting power in the election of directors or in which it has the power to elect a majority of that entity's board of directors; and (iii) any other entity (other than the Company) in which The Coca-Cola Company has a 20% or greater equity or other ownership interest (referred to as an "Affiliate"); and (iv) any entity controlled directly or indirectly by such Affiliate. Notwithstanding the foregoing, no entity shall be an Affiliate solely because of rights granted to The Coca-Cola Company pursuant to a bottling contract.
3. **Powers of Committee with respect to Affiliated Transactions.** The Committee shall have the powers to (i) negotiate with the representatives of any party to an Affiliated Transaction; (ii) require approval of an Affiliated Transaction by a vote of the stockholders of the Company which may be greater than or in addition to any vote required by law; and (iii) engage Independent Advisors at the reasonable expense of the Company, and without prior approval of the Company, to assist in its review and decision regarding any Affiliated Transaction. An "Independent Advisor" means any legal or financial advisor or other expert (i) that has not represented or provided services to The Coca-Cola Company during the past calendar year, or (ii), notwithstanding (i), that the Committee determines, after due inquiry, is able to represent the Committee in an independent manner not adverse to the interests of the Company and its stockholders.
 4. **Membership of the Committee.** The Committee shall consist of at least three Directors, each of whom (i) is not, and for the past five years has not been, an officer, director or employee of The Coca-Cola Company or an Affiliate; (ii) does not own in excess of one percent of the shares of The Coca-Cola Company; and (iii) does not own any equity or other ownership interest in an entity (except as permitted by (ii) and other than the Company) that is a party to the Affiliated Transaction (referred to as an "Eligible ATC Director"). Any other Eligible ATC Director may be appointed by the Board as an alternate member of the Committee, to serve if any member of the Committee becomes unable or unwilling to serve.
 5. **Other Duties.** The Committee shall also carry out such other duties that may be delegated to it by the Board of

Directors from time to time.

6. **Reports to Board.** The Committee shall report its actions and any recommendations to the Board of Directors after each Committee meeting.

Operations of the Committee

1. **Schedule of Meetings.** In order to discharge its responsibilities, the Committee shall each year establish a schedule of meetings; additional meetings may be scheduled as required.
2. **Conduct of Meetings.** A quorum at any Committee meeting shall be a majority of its members. All determinations of the Committee shall be made either at a meeting duly called and held, at which a quorum is present and acting, or by a written consent to the actions taken signed by all of the members of the Committee.
3. **Documentation and Reports.** The Chair of the Committee shall be responsible for establishing the agendas for meetings of the Committee. An agenda, together with materials relating to the subject matter of each meeting, shall be sent to members of the Committee prior to each meeting. Minutes for all meetings of the Committee shall be prepared to document the Committee's discharge of its responsibilities. The minutes shall be circulated in draft form to all Committee members to ensure an accurate final record, shall be approved at a subsequent meeting of the Committee. The Committee shall make regular reports to the Board of Directors.
4. **Self-Assessment.** The Committee shall evaluate its performance on an annual basis and develop criteria for such evaluation. At least annually, this charter shall be reviewed and reassessed by the Committee and any proposed changes shall be submitted to the Board of Directors for approval.