



## **Companies Act Section 430(2B) Statement – John F. Brock**

**28 December 2016**

The following information is made available in accordance with section 430(2B) of the Companies Act 2006:

### **John F. Brock**

On 10 November 2016, John F. Brock announced his retirement as Chief Executive Officer and Director of Coca-Cola European Partners plc (the “**Company**”), with effect from 28 December 2016. Mr Brock’s employment contract is with Coca-Cola European Partners US II, LLC, a wholly owned member of the group. The following arrangements will apply in respect of Mr Brock’s employment and remuneration:

#### **1. Consultancy period**

In accordance with the terms of his contract of employment, Mr Brock will provide services to the Company as a consultant for a one year period, as requested, which period will begin on 29 December 2016. Mr Brock will not receive any additional compensation for providing services to the Company as a consultant, but he will be provided with an office and administrative support for the first six months of his consultancy period.

#### **2. Salary and benefits**

In accordance with the terms of his contract of employment, Mr Brock will be entitled to receive the following:

- (A) The amount of any of his base salary for the calendar year 2016 which, as of 28 December 2016, has been earned but is unpaid and any accrued vacation pay and unreimbursed business expenses in accordance with Company policies. These amounts are payable as soon as administratively practicable following 28 December 2016, but no later than 60 days thereafter.
- (B) All benefits pursuant to any employee benefit plan or program which Mr Brock is eligible to receive in accordance with their terms. These include, but are not limited to health, life insurance and disability plans, vacation and sick leave policies, the 401(k) plan and the supplemental savings plan.
- (C) US\$535,417, which represents the proportion of annual base salary which Mr Brock would have otherwise been entitled to receive under his employment contract if it had continued to 27 May 2017, plus US\$5,011,500, which amount is equal to 1.5 times the sum of Mr Brock’s current annual base salary and his most recent target annual incentive award. Such amounts are payable, in instalments, in accordance with the terms of Mr Brock’s employment agreement.

### 3. Incentives

In accordance with the terms of Mr Brock's employment, he will be entitled to receive

- (A) a lump sum of US\$1,329,165.00, which constitutes the portion of his annual incentive award earned for the period 1 January 2016 to 28 May 2016, payable as soon as administratively practicable after 28 December 2016, but no later than 60 days thereafter; and
- (B) an additional payment to be made in March 2017, of an amount equal to the amount of the annual incentive award for the period 29 May 2016 to 28 December 2016 (based on the Company's business results for that period).

The vesting of Mr Brock's 2014 and 2015 long-term incentive awards will be accelerated to 28 December 2016. These are made up of the following: (a) 194,942 and 92,800 performance stock units ("**PSUs**") under the 2014 and 2015 awards respectively; and (b) 249,751 stock options under his 2015 option award, which have an exercise price of US\$39.00 per share. In accordance with the terms of the awards, the 2014 and 2015 PSUs will be paid in shares of the Company's stock no later than 60 days after 30 April 2018 and 2019, respectively.

Also in accordance with his employment agreement, stock options held by Mr Brock remain exercisable for the balance of the original term of each grant.