

EXHIBIT 4.01

Coca-Cola Enterprises Inc.

and

Manufacturers Hanover Trust Company,
as Trustee

First Supplemental Indenture

Dated as of January 29, 1992

Supplementing

Indenture

Dated as of July 30, 1991

FIRST SUPPLEMENTAL INDENTURE, dated as of January 29, 1992, between Coca-Cola Enterprises Inc., a Delaware corporation (the "Company"), and Manufacturers Hanover Trust Company, a New York corporation, as trustee (the "Trustee").

RECITALS OF THE COMPANY

WHEREAS, the Company did heretofore execute and deliver to the Trustee an Indenture dated as of July 30, 1991 (the "Indenture") providing for the issuance from time to time of its unsecured and unsubordinated debentures, notes or other evidences of indebtedness (the "Securities"), unlimited as to principal amount, to bear such rates of interest, to mature at such time or times, to be issued in one or more series; and

WHEREAS, the Company has heretofore authorized the issuance of medium-term notes due from nine months to 30 years from the date of issuance constituting a portion of the Securities (the "Medium-Term Notes") and has not heretofore issued any Securities, including any Medium-Term Notes under the Indenture and the Company desires to amend the following Section of the Indenture prior to any issuance of Securities, including any Medium-Term Notes under the Indenture and desires that such amendments will be applicable to all Securities, including any Medium-Term Notes issued on or subsequent to the date hereof;

NOW, THEREFORE, in consideration of the premises set forth above, the Company hereby requests that the Trustee join with it in the First Supplemental Indenture to amend the following Section of the Indenture as follows:

1. Section 8.01 of the Indenture is hereby deleted in its entirety and replaced as follows:

Section 8.01 Satisfaction and Discharge of Indenture

This Indenture shall cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of Securities of such series herein expressly provided for and any right to receive Additional Amounts, as provided in Section 4.07) with

respect to Securities of any series, and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to such series, when:

(1) either:

(A) all Securities of such series theretofore authenticated and delivered and all coupons appertaining thereto (other than (i) coupons appertaining to Bearer Securities surrendered in exchange for Registered Securities and maturing after such exchange, whose surrender is not required or has been waived as provided in Section 2.06, (ii) Securities and coupons of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.07, (iii) coupons appertaining to Securities of such series called for redemption and maturing after the relevant Redemption Date, whose surrender has been waived as provided in Section 3.06, and (iv) Securities and coupons of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 2.04) have been delivered to the Trustee for cancellation; or

(B) all such Securities (and, in the case of (i) or (ii) below, any such coupons appertaining thereto not theretofore delivered to the Trustee for cancellation) of such series:

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) above, has conveyed or caused to be conveyed to the Trustee in trust, money (either in United States dollars or such other currency in which the Securities of any series may

be payable) or U.S. Government Obligations, which through the payment of interest and principal in respect thereof in accordance with their terms will provide either an amount sufficient to pay and discharge the entire indebtedness (in the case of Securities of such series which have become due and payable) or an amount, which not later than the opening of business on the due dates of any payment of principal (and premium, if any) and interest, and any Additional Amounts with respect thereto, or a combination thereof, in an amount will be sufficient to pay and discharge the amounts then due on such Securities of such series and related coupons not theretofore delivered to the Trustee for cancellation, for principal (and premium, if any) and interest, and any Additional Amounts with respect thereto;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to such series have been complied with.

In the event there are Securities of two or more series hereunder, the Trustee shall be required to execute an instrument acknowledging satisfaction and discharge of this Indenture only if requested to do so with respect to Securities of a particular series as to which it is Trustee and if the other conditions thereto are met. In the event there are two or more Trustees hereunder, then the effectiveness of any such instrument shall be conditioned upon receipt of such instruments from all Trustees hereunder.

Notwithstanding the satisfaction and discharge of this Indenture with respect to a particular series, the obligations of the Company to the Trustee under Section 7.07 and, if money shall have been deposited with the Trustee pursuant to Subclause (B) of Clause (1) of this Section, the obligations of the Trustee under Section 8.02 shall survive until there are no Securities Outstanding with respect to a particular series and Sections 7.07 (with respect to the Company's indemnification obligations only), 8.03, the last paragraph of Section 2.04 and the obligations of the Company and the Trustee

with respect to all other series of Securities shall survive.

2. Except as hereby expressly modified, the Indenture in all respects is hereby ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

3. This First Supplemental Indenture may be executed in counterparts, each of which shall be an original, but all of them together represent the same agreement.

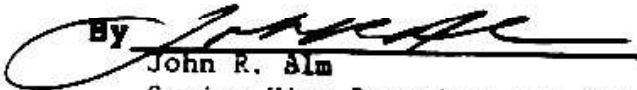
4. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Indenture.

5. The laws of the State of New York shall govern this First Supplemental Indenture.

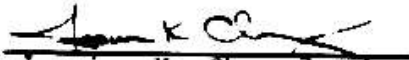
IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

COCA-COLA ENTERPRISES INC.

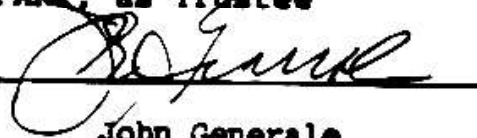
[Seal]

By 
John R. Blm
Senior Vice President and Chief
Financial Officer

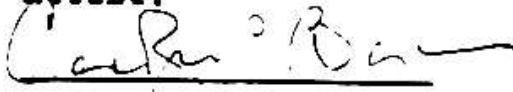
Attest:


Jasmine K. Chang
Assistant Secretary
[Seal]

MANUFACTURERS HANOVER TRUST
COMPANY, as Trustee

By 
John Generale
Vice President

Attest:


Carolyn P. Baxter
Assistant Vice President