

CHFP025

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

703977

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Allied Domecq Spirits & Wine Limited

* insert full name
of company

XWe o See Part 1 of the attached Annexure

2. Short name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

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XXXXXXXXXXZDDDDSSDDUUUZZGGSSDDDUXXXWXXDXXXXXKDBKKDKKKXDX$  
XXXXXXXXXXPAAAXVOTDSAUHDEESSGTXKXXATHXKSKSPSXDDPPAKASVCKXTGXSKBXYX  
XXXXXXXXXXNTHYKSJOTHXUNTKXNDXX $
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(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ company's holding company Allied Domecq

Limited] †

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: See part 2 of the attached
Annexure

Presenter's name address and
reference (if any) :
Macfarlanes
10 Norwich Street
London
EC4A 1BD

138 Chancery Lane
PHO/585775/2859313

For official Use
General Section



LD4
COMPANIES HOUSE

385
07/02/2006

The assistance is to be given to: (note 2) See Part 3 of the attached Annexure

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Part 4 of the attached Annexure

The person who [has acquired] ~~GOAL ACQUISITIONS~~ † the shares is:

† delete as
appropriate

Goal Acquisitions Limited and Pernod Ricard S.A.

The principal terms on which the assistance will be given are:

See Part 5 of the attached Annexure

The amount of cash to be transferred to the person assisted is £ See Part 6 of the attached Annexure

The value of any asset to be transferred to the person assisted is £ See Part 6 of the attached Annexure

The date on which the assistance is to be given is within 8 weeks of this declaration

* delete either (a) or (b) as appropriate

(b) XX
XX
XX
XX (note 3)

Declarants to sign below

before me

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor~~ having the powers conferred on a Commissioner for Oaths. *SI Filed*

John Ellwood-Russell

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Annexure to the Statutory Declaration made by all the directors of Allied Domecq Spirits & Wine Limited (the "Company") in respect of financial assistance to be given by the Company for the purpose of discharging certain obligations incurred for the purpose of the acquisition of shares in Allied Domecq Limited (previously Allied Domecq PLC)

Definitions

Assignment Agreements: means the JBBUK Assignment and the DISKUS Assignment;

DISKUS: means DISKUS Zweihundertvierzehnte Beteiligungs-und Verwaltungs-GmbH, a company incorporated in Germany with its registered seat at Frankfurt am Main (company number HRB 74409);

DISKUS Debt: means £40,835,322;

DISKUS Loan Note: means the loan note to be issued by DISKUS in an amount equal to the DISKUS Debt to the Company as consideration for the transfer of the shares in Allied Domecq Spirits and Wine Deutschland (Holdings) GmbH to DISKUS pursuant to the SPA;

DISKUS Assignment: means the assignment agreement to be entered into by the Company and GH pursuant to which the Company would agree to assign its rights under the DISKUS Loan Note in consideration for the issue by GH of the GH Loan Note 1;

FB Loan Notes: the DISKUS Loan Note and the JBBUK Loan Note;

GH: Goal Acquisition (Holdings) Limited, a company incorporated in England and Wales with its registered office at 10 Norwich Street London EC4A 1BD (company number 5421315);

GH Loan Note 1: means the loan note to be issued by GH to the Company in an amount equal to the DISKUS Debt as consideration for the assignment pursuant to the DISKUS Assignment by the Company to GH of the rights of the Company under the DISKUS Loan Note;

GH Loan Note 2: means the loan note to be issued by GH to the Company in an amount equal to the JBBUK Debt as consideration for the assignment pursuant to the JBBUK Assignment by the Company to GH of the rights of the Company under the JBBUK Loan Note;

GH Loan Notes: the GH Loan Note 1 and GH Loan Note 2;

JBBD: Jim Beam Brands Distribution (UK) Limited, a company incorporated in England and Wales with its registered office at Prewetts Mill, Worthing Road, Horsham, West Sussex RH12 1ST (company number 5643279);

JBBH: Jim Beam Brands UK (Holdings) Limited, a company incorporated in England and Wales with its registered office at Prewetts Mill, Worthing Road, Horsham, West Sussex RH12 1ST (company number 5608446);

JBBUK: Jim Beam Brands UK Limited, a company incorporated in England and Wales with its registered office at Prewetts Mill, Worthing Road, Horsham, West Sussex RH12 1ST (company number 5591988);

JBBUK Assignment: means the assignment agreement to be entered into by the Company and GH pursuant to which the Company would agree to assign its rights under the JBBUK Loan Note in consideration for the issue by GH of the GH Loan Note 2;

JBBUK Debt: means £380,479,454;

JBBUK Loan Note: means the loan note to be issued by JBBUK to the Company in an amount equal to the JBBUK Debt as consideration for the transfer of certain assets of the Company to JBBUK pursuant to the SPA;

Purchasers: means JBBUK, DISKUS, JBBH and JBBD; and

SPA: means the sale and purchase agreement to be entered into between (among others) the Company, DISKUS and JBBUK, pursuant to which the Company would (among other things) sell to DISKUS and JBBUK certain shares and assets in consideration for:

- (i) the issue by DISKUS to the Company of the DISKUS Loan Note; and
- (ii) the issue by JBBUK to the Company of the JBBUK Loan Note.

PART 1 NAMES AND ADDRESSES OF ALL THE DIRECTORS

Emmanuel Babeau
7 Rue Paul Chatrousse
92200 Neuilly Sur Seine
France

Ian FitzSimons
5 Rue Gounod
Paris
75017
France

Aziz Jetha
10 Grove Road
Pinner
Middlesex
HA5 5HW
United Kingdom

Tony Schofield
Lomond House
9 Zetland Place
Edinburgh
EH5 5HU
United Kingdom

PART 2 NUMBER AND CLASS OF THE SHARES ACQUIRED

Pursuant to a scheme of arrangement sanctioned by the court, 603,080,921,130 A ordinary shares of 25/670 pence each and 138,321,289,250 B ordinary shares of 25/670 pence each in Allied Domecq Limited (previously Allied Domecq PLC) were cancelled on 25 July 2005. The reserve thereby created was used to issue 603,080,921,130 A ordinary shares of 25/670 pence each to Goal Acquisitions Limited and 138,321,289,250 A ordinary shares of 25/670 pence each to Pernod Ricard S.A..

PART 3 PERSONS TO WHOM THE ASSISTANCE IS TO BE GIVEN

DISKUS

GH

Goal Acquisitions Limited (incorporated in Guernsey under number 43045) whose registered office is at Legis Corporate Services Limited, 1 Le Marchant Street, St Peter Port, Guernsey

JBBUK

Pernod Ricard S.A. (incorporated in France with identity number 582 041 943 RCS Paris) whose head office is at 12 Place des Etats-Unis, 75016 Paris

PART 4 THE FORM OF THE FINANCIAL ASSISTANCE

The acceptance of, the execution and delivery by the Company of and its performance of its obligations under:

- 1 the SPA;
- 2 the FB Loan Notes;
- 3 the Assignment Agreements; and
- 4 the GH Loan Notes,

as further described in Part 5.

PART 5 THE PRINCIPAL TERMS UPON WHICH THE FINANCIAL ASSISTANCE IS TO BE GIVEN

The SPA

1. The Company agrees to sell certain shares and assets to, among others, DISKUS, JBBUK and JBBH in accordance with the terms set out in the SPA in consideration for which the Company will be owed by (i.e. lend to) DISKUS and JBBUK an amount equal to the amount payable under the DISKUS Loan Note and JBBUK Loan Note respectively.
2. Under the terms of the SPA, the Company will agree to grant certain indemnities in respect of liabilities, losses, costs, damages, charges or expenses suffered by any Purchaser (or any of their respective affiliates) which relate to liabilities incurred by certain companies (the shares in such companies forming part of the shares and assets to be sold in accordance with the terms set out in the SPA) in the period before completion of the SPA.

The FB Loan Notes

Under the terms of the FB Loan Notes, the Company will be owed by (i.e. lend to) DISKUS and JBBUK an amount equal to the unadjusted consideration payable under the SPA to DISKUS and JBBUK respectively. The FB Loan Notes are each repayable on the first anniversary of their date of execution or on earlier demand by the Company.

The Assignment Agreements

Under the terms of the Assignment Agreements, the Company will assign its rights under the FB Loan Notes to GH in consideration for the issue by GH to the Company of the GH Loan Notes. The GH Loan Notes are each repayable on the first anniversary of their date of execution or on earlier demand by the Company.

The GH Loan Notes

Under the terms of the GH Loan Notes, the Company will be owed by (i.e. lend to) GH an amount equal to the amount payable under the GH Loan Notes.

PART 6

The SPA

Under the terms of the SPA:

The amount of cash to be transferred to the persons assisted is nil
The value of any assets to be transferred to the persons assisted is equal to the sum of the DISKUS Debt and the JBBUK Debt

The FB Loan Notes

Under the terms of the DISKUS Loan Note:

The amount of cash to be transferred to the persons assisted is equal to the DISKUS Debt
The value of any assets to be transferred to the persons assisted is nil

Under the terms of the JBBUK Loan Note:

The amount of cash to be transferred to the persons assisted is equal to the JBBUK Debt
The value of any assets to be transferred to the persons assisted is nil

The Assignment Agreements

Under the terms of the DISKUS Assignment:

The amount of cash to be transferred to the persons assisted is nil
The value of any assets to be transferred to the persons assisted is equal to the DISKUS Debt

Under the terms of the JBBUK Assignment:

The amount of cash to be transferred to the persons assisted is nil
The value of any assets to be transferred to the persons assisted is equal to the JBBUK Debt

The GH Loan Notes

Under the terms of the GH Loan Note 1:

The amount of cash to be transferred to the persons assisted is equal to the DISKUS Debt

The value of any assets to be transferred to the persons assisted is nil

Under the terms of the GH Loan Note 2:

The amount of cash to be transferred to the persons assisted is equal to the JBBUK Debt
The value of any assets to be transferred to the persons assisted is nil

KPMG Audit Plc
2 Cornwall Street
Birmingham B3 2DL
United Kingdom

Tel +44 (0) 121 232 3355
Fax +44 (0) 121 232 3500
DX 709850 Birmingham 26

The Directors
Allied Domecq Spirits and Wine Limited
The Pavilions
Bridgwater Road
Bedminster Down
Bristol
BS13 8AR

Our ref so/526

25 January 2006

Dear Sirs

Auditors' report to the directors of Allied Domecq Spirits and Wine Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985

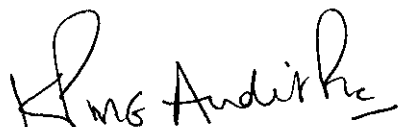
We have examined the attached statutory declaration of the directors dated 25 January 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred for the purchase of 100 per cent of the ordinary shares of the Company's ultimate holding company.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



KPMG Audit Plc

Registered Auditor