



CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors  
of a holding company in  
relation to assistance for the  
acquisition of shares****155(6)b**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 letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

3771147

Name of company

\* Allied Domecq Limited

**Note**Please read the notes  
on page 3 before  
completing this form\* insert full name  
of company☒ We ~~do~~ See Part 1 of the attached Annexure☐ in ~~the~~ name(s) and  
address(es) of all  
the directors† delete as  
appropriate~~XXXXXXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:§ delete whichever  
is inappropriate

The business of this company is:

- (a) ~~XXXXXX a recognized bank (as defined in section 73 of the Banking Act 1979) or~~ §  
(b) ~~XXXXXX a person authorised under section 4 of the Insurance Companies Act 1982 to carry on~~  
~~XXXXXX insurance business in the United Kingdom~~  
(c) something other than the above §

This company is ~~not~~ [a] holding company of\* Allied Domecq Spirits & Wine Limited  
\_\_\_\_\_ which is  
proposing to give financial assistance in connection with the acquisition of shares  
in [this company] [ \_\_\_\_\_  
\_\_\_\_\_ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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

138 Chancery Lane  
PHO/585775/2881328

For official Use  
General SectionLD4  
COMPANIES HOUSE

\*LYXX7CQM\*

350  
07/02/2006

- \* The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

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

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

The assistance will take the form of:

See Part 4 of the attached Annexure

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

Goal Acquisitions Limited and Pernod Ricard S.A.

† delete as appropriate

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

See Part 5 of the attached Annexure

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is nil

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 today or within 8 weeks of today's date

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

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

delete either (a) or (b) as appropriate

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 12, PLACE DES ETATS-UNIS, PARIS

Declarants to sign below

Day Month Year

on 25 01 2006

before me Cathleen Thomas

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

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

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

**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 Subsidiary 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 Subsidiary and GH pursuant to which the Subsidiary 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 Subsidiary in an amount equal to the DISKUS Debt as consideration for the assignment pursuant to the DISKUS Assignment by the Subsidiary to GH of the rights of the Subsidiary under the DISKUS Loan Note;

**GH Loan Note 2:** means the loan note to be issued by GH to the Subsidiary in an amount equal to the JBBUK Debt as consideration for the assignment pursuant to the JBBUK Assignment by the Subsidiary to GH of the rights of the Subsidiary 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 Subsidiary and GH pursuant to which the Subsidiary 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 Subsidiary in an amount equal to the JBBUK Debt as consideration for the transfer of certain assets of the Subsidiary 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 Subsidiary, DISKUS and JBBUK, pursuant to which the Subsidiary would (among other things) sell to DISKUS and JBBUK certain shares and assets in consideration for:

- (i) the issue by DISKUS to the Subsidiary of the DISKUS Loan Note; and
- (ii) the issue by JBBUK to the Subsidiary 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 the Company 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 execution and delivery by the Subsidiary 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. Under the terms of the SPA, the Subsidiary agrees to sell certain shares and assets to, among others, DISKUS, JBBUK and JBBH in consideration for which the Subsidiary 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 Subsidiary 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 Subsidiary 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 Subsidiary.

##### **The Assignment Agreements**

Under the terms of the Assignment Agreements, the Subsidiary will assign its rights under the FB Loan Notes to GH in consideration for the issue by GH to the Subsidiary 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 Subsidiary.

#### **The GH Loan Notes**

Under the terms of the GH Loan Notes, the Subsidiary 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 (Holdings) 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 (Holdings) 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 Allied Domecq Spirits & Wine Limited, of which this Company is a holding 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 this Company's 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

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

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

Company number

3771147

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

Name of company

\* Allied Domecq Limited

\* insert full name  
of company

XWe See Part 1 of the attached Annexure

Ø in name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

The business of this company is:

(a) ~~has not a recognized bank licensed institution. It would be the product of the Banking Act 1979. §~~

(b) ~~the name of a person authorized under section 3 or 4 of the Insurance Companies Act 1992 to act on~~

[illegible]

(c) something other than the above §

This company is ~~NOT~~ [a] holding company of\* Allied Domecq Spirits & Wine Limited

which is

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

in [this company] [\_\_\_\_\_]

Presentor's name address and reference (if any) :

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

For official Use  
General Section

The assistance is for the purpose of ~~XXXXXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

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

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

The assistance will take the form of:

See Part 4 of the attached Annexure

The person who [has acquired] ~~XXXXXXXXXX~~ † the shares is:  
Goal Acquisitions Limited and Pernod Ricard S.A.

† delete as appropriate

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

See Part 5 of the attached Annexure

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is nil

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



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

**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 Subsidiary 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 Subsidiary and GH pursuant to which the Subsidiary 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 Subsidiary in an amount equal to the DISKUS Debt as consideration for the assignment pursuant to the DISKUS Assignment by the Subsidiary to GH of the rights of the Subsidiary under the DISKUS Loan Note;

**GH Loan Note 2:** means the loan note to be issued by GH to the Subsidiary in an amount equal to the JBBUK Debt as consideration for the assignment pursuant to the JBBUK Assignment by the Subsidiary to GH of the rights of the Subsidiary 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 Subsidiary and GH pursuant to which the Subsidiary 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 Subsidiary in an amount equal to the JBBUK Debt as consideration for the transfer of certain assets of the Subsidiary 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 Subsidiary, DISKUS and JBBUK, pursuant to which the Subsidiary would (among other things) sell to DISKUS and JBBUK certain shares and assets in consideration for:

- (i) the issue by DISKUS to the Subsidiary of the DISKUS Loan Note; and
- (ii) the issue by JBBUK to the Subsidiary 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 the Company 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 execution and delivery by the Subsidiary 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. Under the terms of the SPA, the Subsidiary agrees to sell certain shares and assets to, among others, DISKUS, JBBUK and JBBH in consideration for which the Subsidiary 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 Subsidiary 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 Subsidiary 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 Subsidiary.

##### **The Assignment Agreements**

Under the terms of the Assignment Agreements, the Subsidiary will assign its rights under the FB Loan Notes to GH in consideration for the issue by GH to the Subsidiary 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 Subsidiary.

#### **The GH Loan Notes**

Under the terms of the GH Loan Notes, the Subsidiary 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 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 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 Allied Domecq Spirits & Wine Limited, of which this Company is a holding company, should give financial assistance for the purpose of reducing or discharging a liability incurred for the purchase of 100 per cent of this Company's ordinary shares.

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