

**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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

03771147

**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.

It 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

```
KX0TAKXXEZXDPDQSSDDOOUUWUCUGSDDSDUXDKYVXXVVOCDECCSECDQCXXHQBZKQQCKXXVFX$  
KX0TAKXSQSAPSAVEUPDSSXXDOEXSESQDCGAXXXDXHXHSNENSOODPACRZYBCTDSZXWZBDYXK  
  
NNNDGGDDNNNNNGSGMTHXUNTHXKYDDBBX $
```

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of ~~the acquisition of~~ [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  
DXM/585775/2814667.1

**For official Use**  
**General Section**

Post room



LD4  
COMPANIES HOUSE

0235  
11/10/05

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] ~~100,000,000~~ † 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

[illegible]

**Declarants to sign below**

(TOMY SCHOFIELD)

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

**The Registrar of Companies**  
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 Company in relation to the acquisition of the entire issued share capital of the Company**

**Definitions**

References to Clauses are to clauses in the Credit Agreement.

**Additional Guarantor:** means each member of the Pernod Ricard S.A. Group (comprising Pernod Ricard S.A. and its subsidiaries) which accedes as a guarantor in accordance with Clause 25.12 (*Accession of Certain Subsidiaries of the Company as Additional Guarantors*) or 25.13 (*Accession of Target and Certain Subsidiaries of the Target as Additional Guarantors*) of the Credit Agreement and any other company which becomes a guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Credit Agreement;

**Agent:** means BNP Paribas;

**Arrangers:** means J.P. Morgan plc, Morgan Stanley Bank International Limited, BNP Paribas, The Royal Bank of Scotland plc and SG Corporate & Investment Banking;

**Borrower:** means Pernod Ricard S.A., Goal Acquisitions (Holdings) Limited and any other company which has become or becomes a Borrower in accordance with the Credit Agreement unless, in each case, it has ceased to be a Borrower in accordance with the terms of the Credit Agreement;

**Business Day:** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Paris and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro;

**Credit Agreement:** means the multicurrency facilities agreement for Pernod Ricard S.A. arranged by the Arrangers in connection with the acquisition of the entire issued share capital of Allied Domecq Limited (formerly Allied Domecq PLC) and dated 21 April as amended from time to time;

**Event of Default:** means an Event of Default as defined in the Credit Agreement;

**Finance Documents:** means the Credit Agreement, any accession letter to the Credit Agreement in the agreed form, any letter dated on or before the date of the Credit Agreement between the Arrangers and Pernod Ricard S.A. setting out any of the fees referred to in Clause 15 (*Fees*) of the Credit Agreement, any resignation letter in the agreed form in connection with the Credit Agreement, any selection notice in the agreed form given in accordance with Clause 13 (*Interest Periods*) of the Credit Agreement, any loan request in the agreed form given in connection with the Credit Agreement and any other document designated as a Finance Document with the agreement of the Agent and the Pernod Ricard S.A.;

**Finance Parties:** means the Agent, the Arrangers and the Lenders;

**Guarantee:** means the guarantee and indemnity granted by each Guarantor pursuant to Clause 21 (*Guarantee and indemnity*) of the Credit Agreement;

**Guarantor:** means Pernod Ricard S.A, Goal Acquisitions (Holdings) Limited and any company which has become or becomes a Guarantor (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement, including the Company;

**Intercompany Loan Agreement:** means the £1,000,000,000 multicurrency intragroup revolving credit facility agreement to be entered into between the Company, among others, as lender and Pernod Ricard S.A., Pernod Ricard Finance S.A., Goal Acquisitions (Holdings) Limited and Goal Acquisitions Limited as borrowers.

**Lenders:** means each bank and financial institution from time to time party to the Credit Agreement as a Lender (as such term is defined in the Credit Agreement); and

**Obligor:** means a Borrower or a Guarantor.

**PART 1**  
**NAMES AND ADDRESSES OF ALL THE DIRECTORS**

**Emmanuel Babeau**  
7 Rue Paul Chatrousse  
92200 Neuilly Sur Seine  
France

**Richard Burrows**  
Dunseverick Coast Road  
Portmarnock  
Dublin  
Ireland

**Ian FitzSimons**  
5 Rue Gounod  
Paris  
75017  
France

**Yves Flaisser**  
11, chemin du Parc de Charonne  
Paris  
75020  
France

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

**Christian Porta**  
4 Onslow Mews East  
London  
SW73AA  
United Kingdom

**Pierre Pringuet**  
15 Avenue Robert Schuman  
Paris  
75007  
France

**Patrick Ricard**  
17 Rue Cassette  
Paris  
75006  
France

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

**PART 2**  
**NUMBER AND CLASS OF THE SHARES ACQUIRED OR TO BE 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**

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

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

Goal Acquisitions (Holdings) Limited (registered in England and Wales under number 5421315) whose registered office is at 10 Norwich Street, London EC4A 1BD

**PART 4**  
**THE FORM OF THE FINANCIAL ASSISTANCE**

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

- 1 the Intercompany Loan Agreement; and
- 2 an accession letter, pursuant to which the Company will accede to the Credit Agreement as an Additional Guarantor (in accordance with Clause 30.4 (*Additional Guarantors*) of the Credit Agreement) and thereby grant the Guarantee and give certain representations, warranties, and covenants to the Finance Parties,

as further described in Part 5.

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

**The Guarantee**

- 1 Under the terms of the Guarantee the Company will irrevocably jointly and severally:
  - 1.1 guarantee to each Finance Party the performance by each Borrower of all that Borrower's payment obligations under the Finance Documents;
  - 1.2 undertake with each Finance Party that whenever a Borrower does not pay any amount when due under any Finance Document, the Company shall within 5 Business Days of demand made of it, pay that amount as if it was the principal obligor for that payment; and

- 1.3 agree to indemnify each Finance Party within 5 Business Days of demand made of it against any cost, loss or liability directly incurred by that Finance Party if any such payment obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of that cost, loss or liability shall not exceed the amount which that Finance Party would otherwise have been entitled to recover pursuant to those obligations.
- 2 The Guarantee will be (a) a continuing guarantee and will extend to the ultimate balance of sums payable by any Borrower under the Finance Documents, regardless of any (i) intermediate payment or (ii) intermediate discharge in whole or in part and (b) in addition to and not in any way prejudiced by any other guarantee held by any Finance Party at the date of the giving of the Guarantee or subsequently.
- 3 To the extent that any payment by the Company made pursuant to Clause 21 (*Guarantee and indemnity*) or any discharge given by a Finance Party (in respect of the payment obligations of a Borrower or the obligations of a Guarantor under Clause 21 (*Guarantee and indemnity*)) is avoided or reduced as a result of insolvency of that Borrower or Guarantor or any similar event affecting that Borrower or Guarantor:
- 3.1 the liability of each Guarantor shall continue as if that payment, discharge, avoidance or reduction had not occurred; and
- 3.2 each Finance Party which has suffered a loss as a result shall be entitled to recover the amount of that payment from that Borrower or, as the case may be, that Guarantor, as if that payment, discharge, avoidance or reduction had not occurred.
- 4 The obligations of the Company under Clause 21 (*Guarantee and indemnity*) will not be affected by an act, omission, matter or thing which, but for the following provisions (which are replicated in Clause 21.4 (*Waiver of defences*)) of the Guarantee, would reduce, release or prejudice its obligations under the Guarantee (without limitation and whether or not known to it or any Finance Party) including:
- 4.1 any time, waiver or consent granted by any Finance Party to, or composition with, any Obligor, save, in respect of a Guarantor, to the extent the same amends, waives or releases any obligations of that Guarantor under Clause 21 (*Guarantee and indemnity*);
- 4.2 the release of any other Obligor under the terms of any composition or arrangement with any creditor of any Obligor;
- 4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the shareholders or status of an Obligor;

- 4.5 any amendment (however fundamental) or replacement of a Finance Document save, in respect of a Guarantor, to the extent the same amends or replaces any obligations of that Guarantor under Clause 21 (*Guarantee and indemnity*);
- 4.6 any unenforceability, illegality or invalidity of any obligation of any Obligor or any Finance Party under any Finance Document; or
- 4.7 any insolvency or similar proceedings relating to any Obligor.
- 5 The Company will waive any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to enforce any other rights or security or claim payment from any Borrower or other Guarantor before claiming from it under Clause 21 (*Guarantee and indemnity*), save for due demand being made by the Agent pursuant to the acceleration provisions of the Credit Agreement.
- 6 At any time an Event of Default is continuing and unless the Agent otherwise directs, until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents either (i) have been irrevocably paid in full or (ii) could be, upon the application of amounts held by the Finance Parties referred to in paragraph 6.1.1 below or standing to the credit of the account referred to in paragraph 6.1.2 below, irrevocably paid in full:
- 6.1 each Finance Party (or any trustee or agent on its behalf) may:
- 6.1.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same against those amounts in such manner and order as it sees fit (acting properly and in good faith) and no Guarantor (including the Company) shall be entitled to the benefit of the same; and
- 6.1.2 hold in an interest-bearing suspense account any money received from any Guarantor or on account of any Guarantor's liability under Clause 21 (*Guarantee and indemnity*); and
- 6.2 no Guarantor (including the Company) will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:
- 6.2.1 to be indemnified by an Obligor;
- 6.2.2 to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or
- 6.2.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents.
- 7 The Guarantee will not apply to any liability to the extent that it would result in the Guarantee constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985.



## **The Intercompany Loan Agreement**

- 1 Under the terms of the Intercompany Loan Agreement, the Company will agree to provide to the Borrowers (as defined in the Intercompany Loan Agreement and being Pernod Ricard S.A., Pernod Ricard Finance S.A., Goal Acquisitions (Holdings) Limited and Goal Acquisitions Limited) a multicurrency revolving credit facility of up to £1,000,000,000 or the equivalent in other currencies for the purpose of:
  - 1.1 making payment, repayment or prepayment of any principal, interest, fees, commissions, indemnity payments or any other amount whatsoever under the Credit Agreement or any of the other Finance Documents;
  - 1.2 paying any costs and expenses incurred in connection with, the acquisition by Goal Acquisitions Limited and Pernod Ricard S.A. of the shares in the capital of Allied Domecq Limited;
  - 1.3 repaying, reducing, discharging or paying interest on any other liability incurred directly or indirectly for the purpose of or otherwise in connection with such acquisition;
  - 1.4 funding dividend payments; or
  - 1.5 such other purposes as the Company may agree.

### **PART 6**

Nil at the date hereof, subject to any amounts advanced pursuant to the terms of the Intercompany Loan Agreement, up to and including an amount of £1,000,000,000 or the equivalent denominated in other currencies.



**KPMG Audit Plc**  
100 Temple Street  
Bristol BS1 6AG  
United Kingdom

Tel +44 (0) 117 905 4000  
Fax +44 (0) 117 905 4001  
DX 149280 Bristol 29

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

Our ref so/526

6 October 2005

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 6 October 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the Company's 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

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

**T**    **→**    **T**    **→**    **T**    **→**

03771147

**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.

8. Full 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

[illegible][illegible]

~~XX~~

(c) something other than the above §

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

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

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

For official Use  
General Section

LD4  
COMPANIES HOUSE

\*L6L3H9FK\*

0236  
11/10/05

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] ~~100,000,000~~ † 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

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

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

~~X~~We have formed the opinion, as regards the 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)

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


(b) [REDACTED] (note 3)

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

Declarants to sign below

12 PLACE DES ETATS-UNIS, 75016 PARIS

ER 

Day Month Year  
on 06 10 2005

RB *Hub Bunn*

before me Cathryn Thorne

If ~~there~~

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

4f Clairg.

- 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:-

AT Alta

CP 

~~PP~~

PR V Min

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

or, for companies registered in Scotland:-

The Registrar of Companies  
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 Company in relation to the acquisition of the entire issued share capital of the Company**

**Definitions**

References to Clauses are to clauses in the Credit Agreement.

**Additional Guarantor:** means each member of the Pernod Ricard S.A. Group (comprising Pernod Ricard S.A. and its subsidiaries) which accedes as a guarantor in accordance with Clause 25.12 (*Accession of Certain Subsidiaries of the Company as Additional Guarantors*) or 25.13 (*Accession of Target and Certain Subsidiaries of the Target as Additional Guarantors*) of the Credit Agreement and any other company which becomes a guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Credit Agreement;

**Agent:** means BNP Paribas;

**Arrangers:** means J.P. Morgan plc, Morgan Stanley Bank International Limited, BNP Paribas, The Royal Bank of Scotland plc and SG Corporate & Investment Banking;

**Borrower:** means Pernod Ricard S.A., Goal Acquisitions (Holdings) Limited and any other company which has become or becomes a Borrower in accordance with the Credit Agreement unless, in each case, it has ceased to be a Borrower in accordance with the terms of the Credit Agreement;

**Business Day:** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Paris and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro;

**Credit Agreement:** means the multicurrency facilities agreement for Pernod Ricard S.A. arranged by the Arrangers in connection with the acquisition of the entire issued share capital of Allied Domecq Limited (formerly Allied Domecq PLC) and dated 21 April as amended from time to time;

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**Lenders:** means each bank and financial institution from time to time party to the Credit Agreement as a Lender (as such term is defined in the Credit Agreement); and

**Obligor:** means a Borrower or a Guarantor.

**PART 1**  
**NAMES AND ADDRESSES OF ALL THE DIRECTORS**

**Emmanuel Babeau**  
7 Rue Paul Chatrousse  
92200 Neuilly Sur Seine  
France

**Richard Burrows**  
Dunseverick Coast Road  
Portmarnock  
Dublin  
Ireland

**Ian FitzSimons**  
5 Rue Gounod  
Paris  
75017  
France

**Yves Flaisser**  
11, chemin du Parc de Charonne  
Paris  
75020  
France

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

**Christian Porta**  
4 Onslow Mews East  
London  
SW73AA  
United Kingdom

**Pierre Pringuet**  
15 Avenue Robert Schuman  
Paris  
75007  
France

**Patrick Ricard**  
17 Rue Cassette  
Paris  
75006  
France

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

**PART 2**  
**NUMBER AND CLASS OF THE SHARES ACQUIRED OR TO BE 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**

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

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

Goal Acquisitions (Holdings) Limited (registered in England and Wales under number 5421315) whose registered office is at 10 Norwich Street, London EC4A 1BD

**PART 4**  
**THE FORM OF THE FINANCIAL ASSISTANCE**

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- 1 the Intercompany Loan Agreement; and
- 2 an accession letter, pursuant to which the Company will accede to the Credit Agreement as an Additional Guarantor (in accordance with Clause 30.4 (*Additional Guarantors*) of the Credit Agreement) and thereby grant the Guarantee and give certain representations, warranties, and covenants to the Finance Parties,

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

**The Guarantee**

- 1 Under the terms of the Guarantee the Company will irrevocably jointly and severally:
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  - 1.2 undertake with each Finance Party that whenever a Borrower does not pay any amount when due under any Finance Document, the Company shall within 5 Business Days of demand made of it, pay that amount as if it was the principal obligor for that payment; and



- 1.3 agree to indemnify each Finance Party within 5 Business Days of demand made of it against any cost, loss or liability directly incurred by that Finance Party if any such payment obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of that cost, loss or liability shall not exceed the amount which that Finance Party would otherwise have been entitled to recover pursuant to those obligations.
- 2 The Guarantee will be (a) a continuing guarantee and will extend to the ultimate balance of sums payable by any Borrower under the Finance Documents, regardless of any (i) intermediate payment or (ii) intermediate discharge in whole or in part and (b) in addition to and not in any way prejudiced by any other guarantee held by any Finance Party at the date of the giving of the Guarantee or subsequently.
- 3 To the extent that any payment by the Company made pursuant to Clause 21 (*Guarantee and indemnity*) or any discharge given by a Finance Party (in respect of the payment obligations of a Borrower or the obligations of a Guarantor under Clause 21 (*Guarantee and indemnity*)) is avoided or reduced as a result of insolvency of that Borrower or Guarantor or any similar event affecting that Borrower or Guarantor:
- 3.1 the liability of each Guarantor shall continue as if that payment, discharge, avoidance or reduction had not occurred; and
- 3.2 each Finance Party which has suffered a loss as a result shall be entitled to recover the amount of that payment from that Borrower or, as the case may be, that Guarantor, as if that payment, discharge, avoidance or reduction had not occurred.
- 4 The obligations of the Company under Clause 21 (*Guarantee and indemnity*) will not be affected by an act, omission, matter or thing which, but for the following provisions (which are replicated in Clause 21.4 (*Waiver of defences*)) of the Guarantee, would reduce, release or prejudice its obligations under the Guarantee (without limitation and whether or not known to it or any Finance Party) including:
- 4.1 any time, waiver or consent granted by any Finance Party to, or composition with, any Obligor, save, in respect of a Guarantor, to the extent the same amends, waives or releases any obligations of that Guarantor under Clause 21 (*Guarantee and indemnity*);
- 4.2 the release of any other Obligor under the terms of any composition or arrangement with any creditor of any Obligor;
- 4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the shareholders or status of an Obligor;

- 4.5 any amendment (however fundamental) or replacement of a Finance Document save, in respect of a Guarantor, to the extent the same amends or replaces any obligations of that Guarantor under Clause 21 (*Guarantee and indemnity*);
- 4.6 any unenforceability, illegality or invalidity of any obligation of any Obligor or any Finance Party under any Finance Document; or
- 4.7 any insolvency or similar proceedings relating to any Obligor.
- 5 The Company will waive any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to enforce any other rights or security or claim payment from any Borrower or other Guarantor before claiming from it under Clause 21 (*Guarantee and indemnity*), save for due demand being made by the Agent pursuant to the acceleration provisions of the Credit Agreement.
- 6 At any time an Event of Default is continuing and unless the Agent otherwise directs, until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents either (i) have been irrevocably paid in full or (ii) could be, upon the application of amounts held by the Finance Parties referred to in paragraph 6.1.1 below or standing to the credit of the account referred to in paragraph 6.1.2 below, irrevocably paid in full:
- 6.1 each Finance Party (or any trustee or agent on its behalf) may:
- 6.1.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same against those amounts in such manner and order as it sees fit (acting properly and in good faith) and no Guarantor (including the Company) shall be entitled to the benefit of the same; and
- 6.1.2 hold in an interest-bearing suspense account any money received from any Guarantor or on account of any Guarantor's liability under Clause 21 (*Guarantee and indemnity*); and
- 6.2 no Guarantor (including the Company) will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:
- 6.2.1 to be indemnified by an Obligor;
- 6.2.2 to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or
- 6.2.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents.
- 7 The Guarantee will not apply to any liability to the extent that it would result in the Guarantee constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985.

## **The Intercompany Loan Agreement**

- 1 Under the terms of the Intercompany Loan Agreement, the Company will agree to provide to the Borrowers (as defined in the Intercompany Loan Agreement and being Pernod Ricard S.A., Pernod Ricard Finance S.A., Goal Acquisitions (Holdings) Limited and Goal Acquisitions Limited) a multicurrency revolving credit facility of up to £1,000,000,000 or the equivalent in other currencies for the purpose of:
  - 1.1 making payment, repayment or prepayment of any principal, interest, fees, commissions, indemnity payments or any other amount whatsoever under the Credit Agreement or any of the other Finance Documents;
  - 1.2 paying any costs and expenses incurred in connection with, the acquisition by Goal Acquisitions Limited and Pernod Ricard S.A. of the shares in the capital of Allied Domecq Limited;
  - 1.3 repaying, reducing, discharging or paying interest on any other liability incurred directly or indirectly for the purpose of or otherwise in connection with such acquisition;
  - 1.4 funding dividend payments; or
  - 1.5 such other purposes as the Company may agree.

## **PART 6**

Nil at the date hereof, subject to any amounts advanced pursuant to the terms of the Intercompany Loan Agreement, up to and including an amount of £1,000,000,000 or the equivalent denominated in other currencies.



**KPMG Audit Plc**  
100 Temple Street  
Bristol BS1 6AG  
United Kingdom

Tel +44 (0) 117 905 4000  
Fax +44 (0) 117 905 4001  
DX 149280 Bristol 29

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

Our ref so/526

6 October 2005

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 6 October 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the Company's 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