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CHFP025

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legibly, preferably  
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bold block lettering

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

\* insert full name  
of company

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

† delete as  
appropriate

§ delete whichever  
is inappropriate

COMPANIES FORM No. 155(6)a

Declaration in relation to  
assistance for the acquisition  
of shares

155(6)a

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

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

For official use

Company number

[ ] [ ] [ ] [ ]

5073303

Name of company

\* Laurel Neighbourhood Estate Pubs Limited

X We Ø See attached Schedule A

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

The business of the company is:

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1978~~

~~(b) that of a person authorised under section 1 or 4 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above§

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

~~company~~ [company's holding company] Laurel Pub Holdings Limited

The assistance is for the purpose of [that 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 attached Schedule B

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

For official Use  
General Section

Post room



LD4  
COMPANIES HOUSE

0001  
06/09/04

A04239088

The assistance is to be given to: (note 2) Greene King plc (Company No. 24511)  
Registered Office at Westgate Brewery, Bury St. Edmunds, Suffolk. IP33 1QT

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bold block  
lettering

The assistance will take the form of:

See attached Schedule C

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as  
appropriate

Greene King plc

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

See attached Schedule D

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is See attached Schedule E

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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) ~~X~~It is intended to commence the winding up of the company within 12 months of that date, and ~~X~~we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]\* (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

CULFORD SUFFOLK

Day Month Year

on

03 09 2004

before me

MR MURRAY JAMES VICKERS

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

Declarants to sign below

Secretary

MSKell

R. J. J.

Michael

JOA

## 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  
37 Castle Terrace  
Edinburgh  
EH1 2EB

## **SCHEDULE A - FORM G155(6)a**

Tim Bridge  
Priory Farm  
Shudy Camps  
Cambridge  
CB1 6RE

Michael St John Shallow  
Felsham Hall  
Felsham  
Bury St Edmunds  
Suffolk  
IP30 0QN

Rooney Anand  
8 Rutherford Road  
Cambridge  
CB2 2HH

Mark Angela  
Hill Farm  
Ashtfield Road  
Elmswell  
Suffolk  
IP30 9HL

David Elliott  
Black Nest Farm  
Cameley Lane  
Hinton Blewett  
Somerset  
BS39 5AL

## **SCHEDULE B - FORM G155(6)a**

395,000 Ordinary Shares of £0.10 each, 9,186,910 "A" Ordinary Shares of £0.10 each, 435,916 "B" Ordinary Shares of £0.10 each and 1,113,533 "C" Ordinary Shares of £0.01 each in Laurel Pub Holdings Limited.

## **SCHEDULE C - FORM G155(6)a**

The execution and delivery of an accession deed dated 3 September 2004 pursuant to which the Company accedes to and becomes bound by a facility agreement dated 8 July 2004 between, inter alia, Greene King plc as Borrower and Lloyds TSB Bank plc Capital Markets as Agent (the "Facility Agreement"), pursuant to which the Company irrevocably and unconditionally guarantees the obligations of each Borrower to each Finance Party under the Finance Documents and agrees to indemnify each Finance Party on demand against any loss or liability suffered by that Finance Party if any obligation of each Borrower guaranteed by the Company is or becomes unenforceable, invalid or illegal.

**"Additional Borrower"** means a member of the Greene King group which becomes a Borrower after the date of the Facility Agreement.

**"Borrower"** means Greene King plc or an Additional Borrower.

**"Fee Letter"** means a letter entered into by reference to the Facility Agreement between Greene King plc and the Agent setting out the amount of certain fees referred to in the Facility Agreement.

**"Finance Documents"** means the Facility Agreement, a Fee Letter or any other document designated as such by the Agent and Greene King plc.

**"Finance Party"** means a bank or the Agent.

## SCHEDULE D - FORM G155(6)a

By acceding to the Facility Agreement as an additional guarantor, the Company will:

- (a) jointly and severally guarantee punctual performance by the Borrower of all its obligations under the Finance Documents;
- (b) undertake to pay on demand an amount equal to any amount when due under or in connection with any Finance Document as if it were the principal Obligor;
- (c) indemnify each Finance Party on demand against any loss or liability suffered by it if any obligation guaranteed by the Company is or becomes enforceable, invalid or illegal;
- (d) make certain representations to the Finance Parties; and
- (e) undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions).

**"Additional Borrower"** means a member of the Greene King group which becomes a Borrower after the date of the Facility Agreement.

**"Borrower"** means Greene King plc or an Additional Borrower.

**"Fee Letter"** means a letter entered into by reference to the Facility Agreement between Greene King plc and the Agent setting out the amount of certain fees referred to in the Facility Agreement.

**"Finance Documents"** means the Facility Agreement, a Fee Letter or any other document designated as such by the Agent and Greene King plc.

**"Finance Party"** means a bank or the Agent.

## **SCHEDULE E - FORM G155(6)a**

Immediately following making the Statutory Declaration.



**Auditors' report to the directors of Laurel Neighbourhood Estate Pubs Limited pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Laurel Neighbourhood Estate Pubs Limited ("the Company") dated 3 September 2004, pursuant to Section 155(6) of the Companies Act 1985 ("The Act"), in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the issued share capital of Laurel Pub Holdings Limited.

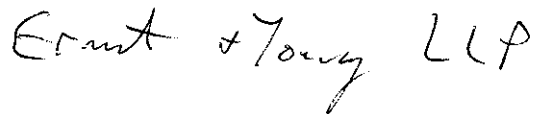
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted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

**Basis of opinion**

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

**Opinion**

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.



Ernst & Young LLP  
Registered Auditor  
Cambridge

3 September 2004