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COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares**

155(6)a

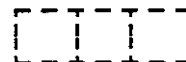
Pursuant to section 155(6) of the Companies Act 1985

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



00057422

Note

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

* insert full name
of company

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

Name of company

* Gibbs Mew Limited

†/We ~~are~~ G.E. Tuppen and D.C. George of Friars Gate, Stratford Road, Solihull,
West Midlands B90 4BN

† delete as
appropriate

§ delete whichever
is inappropriate

~~[the sole director]~~ [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 1979~~

~~(b) that of a person authorised under section 8 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]~~

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: 41,540 ordinary shares of
US\$0.01 each

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

AXH/50351309.01
Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD
DX: 215 LONDON CITY

For official Use
General Section

Post room



KLD *K43458V3* 1477
COMPANIES HOUSE 19/08/98

The assistance is to be given to: (note 2) Enterprise Inns plc of Friars Gate, Stratford
Road, Solihull, West Midlands B90 4BN

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

Please see Rider 1 attached.

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

† delete as
appropriate

Enterprise Inns plc (the "Borrower")

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

Please see Rider 2 attached.

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 10th August 19 98

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

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

*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) ~~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) ~~It is intended to commence the winding-up of the company within 12 months of that date, and 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 we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

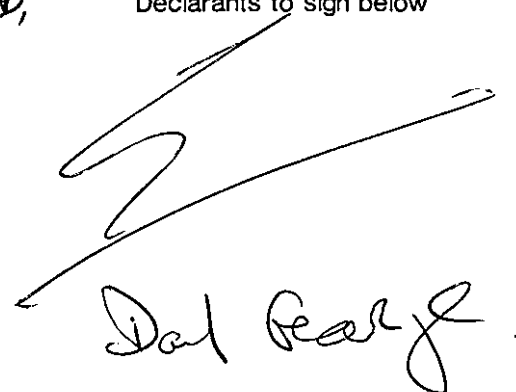
Declared at FRIARS GATE, STRATFORD ROAD,
SOLIHULL

Declarants to sign below

WEST MIDLANDS
the 10th day of August
one thousand nine hundred and ninety eight

before me Andrew RB Smith

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
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Gibbs Mew Limited

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Rider 1

- (i) the entering into by the Company of a guarantee and debenture (the "Debenture") in favour of HSBC Investment Bank plc ("HSBC") as trustee (the "Trustee") for the Finance Parties (as defined in a £177,500,000 credit agreement between (among others) Enterprise Inns plc (the "Borrower") (1), HSBC as agent (2), HSBC as arranger (3), Deutsche Bank AG London as co-arranger (4), the banks and financial institutions detailed herein (5) and HSBC as security trustee (6) (the "Credit Agreement") to secure, inter alia, all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obligor (as defined in the Credit Agreement) to any Finance Party under the Finance Documents (as defined in the Credit Agreement) (the "Secured Liabilities"); and
- (ii) the entering into by the Company of a funding agreement (the "Funding Agreement") between the Borrower (1) the Company and Centric Pub Company Limited (the "Lenders") (2) pursuant to which the Lenders agree to provide a loan facility to the Borrower, to enable the Borrower to meet any obligation arising pursuant to the Credit Agreement.

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Rider 2

Debenture

1. Under the terms of the Debenture, the Company, as primary Obligor, unconditionally and irrevocably:-
 - (a) guarantees to the Trustees full, prompt and complete performance by the other Obligors of all of the Secured Liabilities (as defined therein) owing by such other Obligors and the due and punctual payment of all of the Secured Liabilities owing by each Obligor when and as the same becomes due;
 - (b) undertakes to the Trustee that whenever another Obligor is in default in the payment of any of the Secured Liabilities, the Company will on demand from the Trustee make good the default and pay all sums which may be payable in respect thereof together with interest; and
 - (c) indemnifies each of the Finance Parties against all losses, claims, liabilities and damages which may be suffered by that Finance Party in connection with any non payment of a Secured Liability owing by another Obligor as if the same were fully valid and enforceable even if not so.

The Debenture contains creditor protection wording to the effect that, inter alia, any variation (however fundamental) or replacement of a Finance Document or any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document will not effect the Company's liability under the Debenture.

2. Under the terms of the Debenture, the Company covenants in favour of the Trustee, as primary obligor and not merely as surety, to pay the Secured Liabilities when due under the terms of the Finance Documents.
3. Under the terms of the Debenture, the Company with full title guarantee, mortgages and charges in favour of the Trustee, as security for the payment of all the Secured Liabilities by way of a first fixed charge all stocks, shares, debentures, bonds or other securities and investments beneficially owned by it (the "Shares") held by it and/or any nominee on its behalf and all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered or property accruing or offered at any time in relation thereto by way of redemption, substitution, exchange, bonus or preference pursuant to option rights or otherwise (the "Related Rights");
4. The Company, with full title guarantee and as security for the payment of all of the Secured Liability, charges in favour of the Trustee by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future.

5. The guarantee and security constituted by the Debenture is continuing and extends to the ultimate balance of all sums payable by the Obligors under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
6. The Company makes various representations and warranties and gives various undertakings to each Finance Party in the Debenture.
7. Under the terms of the Funding Agreement, the Company agrees:
 - (a) to provide the Borrower (to the extent that the relevant lender is able to do so and from its own funds then available for such use) upon receipt of a written request to do so any amount so requested by the Borrower as being necessary to enable it to meet any obligations arising pursuant to the Credit Agreement;
 - (b) any amount provided to the Borrower shall bear interest at such rate of interest as the Borrower and the relevant Lender may from time to time agree or in default of such agreement shall bear interest at the rate of 1 per cent per annum above HSBC'S Base Rate from time to time;
 - (c) sums provided by the relevant Lender pursuant to clause (a) above, including any interest shall be repaid by the Borrower on demand by the relevant Lender. No such demand shall be made unless demand is made on the Borrower pursuant to the Credit Facility or any Insolvency Event (as defined in the Funding Agreement) occurs in respect of the Borrower or an Event of Default (as defined in the Credit Agreement) has occurred under the Credit Agreement which remains unremedied; and
 - (d) upon the happening of an Insolvency Event (as defined in the Funding Agreement) in respect of the relevant Lender or the Borrower, all claims of the relevant Lender in relation to any indebtedness or other amounts owing to it by the Borrower pursuant to the Funding Agreement shall be postponed and subordinated to the claims of all holders of the Senior Debt (as defined in the Funding Agreement).

REPORT OF THE AUDITORS TO THE DIRECTORS OF GIBBS MEW LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

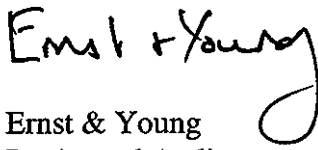
We have examined the attached statutory declarations of the directors dated 10 August 1998 in connection with the financial assistance proposed to be given by Gibbs Mew Limited ("the Company") in relation to the purchase of its own shares by Enterprise Inns plc.

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 the attached 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
Registered Auditor

10 August 1998