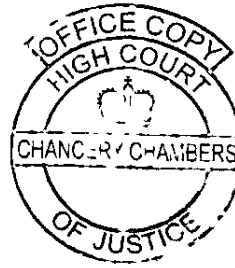


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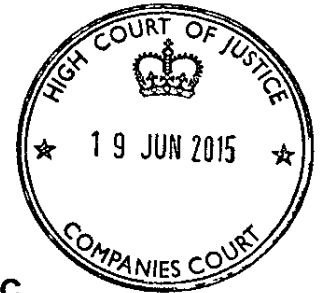
IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No. 8856 of 2014

The Honourable Mrs Justice Rose



19 June 2015



IN THE MATTER OF SPIRIT PUB COMPANY PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

UPON THE CLAIM FORM of the above-named Spirit Pub Company Plc (the "Company") whose registered office is situated at Sunrise House, Ninth Avenue, Burton upon Trent, Staffordshire DE14 3JZ, issued on 12 December 2014,

AND UPON HEARING Andrew Thornton, Counsel for the Company,

AND UPON READING the Claim Form and the evidence,

AND UPON GREENE KING PLC undertaking by Andrew Thornton of Counsel to be bound by the Scheme of Arrangement referred to below and to execute and do or procure to be executed and done all such documents acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to the said Scheme of Arrangement,

THIS COURT HEREBY sanctions the Scheme of Arrangement set out in the Schedule hereto,

AND IT IS ORDERED that the hearing of the Claim Form for the Court to approve the reduction of capital associated with the Scheme of Arrangement be adjourned to 23 June 2015,

AND IT IS ORDERED that this order be produced by the Company to the Registrar of Companies and that it deliver a copy to the Registrar of Companies together with a copy of the said Scheme of Arrangement

DATED 19 June 2015

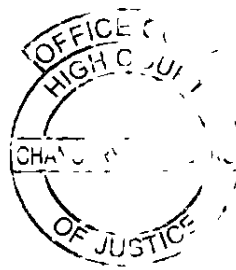
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COMPANIES HOUSE

SCHEDULE



PART FOUR: THE SCHEME OF ARRANGEMENT
THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No 8856 of 2014

IN THE MATTER of SPIRIT PUB COMPANY PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

SPIRIT PUB COMPANY PLC

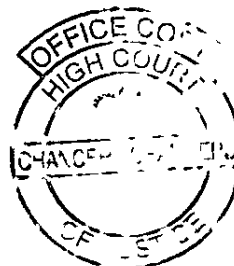
AND

THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

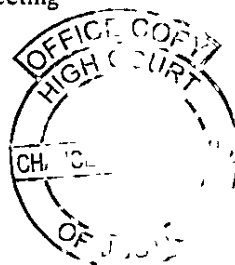
PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings

“Business Day”	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for normal business in London,
“certificated form” or “in certificated form”	a share or other security that is not in uncertificated form (that is, not in CREST),
“Code”	The City Code on Takeovers and Mergers,
“Companies Act”	the Companies Act 2006, as amended,
“Court”	the High Court of Justice in England and Wales,
“Court Hearings”	the First Court Hearing and the Second Court Hearing,
“Court Meeting”	the meeting of Scheme Shareholders (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) this Scheme,
“Court Orders”	the Scheme Court Order and the Reduction Court Order,
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with relevant system (as defined in the Regulations) of which Euroclear is the Operator (as defined in the Regulations),
“Effective Date”	the date on which this Scheme becomes effective in accordance with its terms,
“Euroclear”	Euroclear UK & Ireland Limited,
“First Court Hearing”	the hearing at which the Scheme Court Order is made,
“Greene King”	Greene King plc, incorporated in England and Wales with registered number 24511,



‘ Greene King Group’	means Greene King and its subsidiaries and subsidiary and associated undertakings from time to time,
“Greene King Shares”	ordinary shares of 12.5 pence each in the capital of Greene King,
‘ holder”	a registered holder and includes any person(s) entitled by transmission,
‘ New Greene King Shares”	the new Greene King Shares to be issued to Scheme Shareholders pursuant to this Scheme,
“Panel”	the UK Panel on Takeovers and Mergers,
“Reduction Court Order”	the order of the Court confirming the Reduction of Capital,
“Reduction of Capital”	the proposed reduction of share capital of Spirit pursuant to clause 1(A) of this Scheme,
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended,
“Scheme”	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court,
“Scheme Court Order”	the order of the Court approving this Scheme,
‘Scheme Record Time”	6 00 p m on the Business Day immediately preceding the date of the Second Court Hearing,
‘Scheme Shareholders”	holders of Scheme Shares,
“Scheme Shares”	means the Spirit Shares <ul style="list-style-type: none"> (i) in issue at the date of this Scheme, (ii) (if any) issued after the date of this Scheme and prior to the Voting Record Time, and (iii) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof shall be bound by this Scheme or shall by such time have agreed in writing to be bound by this Scheme, and remaining in issue at the Scheme Record Time but excluding (if any) (a) any Spirit Shares registered in the name of, or beneficially owned by any member of the Greene King Group (or their nominees) and (b) any Spirit Shares held as treasury shares,
“Second Court Hearing”	the hearing at which the Reduction Court Order is made,
“Spirit”	Spirit Pub Company plc, incorporated in England and Wales with registered number 7662835,
“Spirit Shares”	ordinary shares of 1 penny each in the capital of Spirit,
‘ Statement of Capital”	the statement of capital scheduled to the Reduction Court Order,
“uncertificated form” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST, and
‘ Voting Record Time”	6 00 p m on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6 00 p m on the day which is two Business Days before the day of such adjourned meeting



- (B) References to clauses are to clauses of this Scheme
- (C) The issued share capital of Spirit at the close of business on 16 December 2014 (being the last practicable date prior to the date of this Scheme) is £6,672,501.93 divided into 667,250,193 ordinary shares of 1 penny each, all of which are credited as fully paid. No shares were held in treasury.
- (D) The issued share capital of Greene King at the close of business on 16 December 2014 (being the last practicable date prior to the date of this Scheme) is £27,394,637.88 divided into 219,157,103 ordinary shares of 12.5 pence each, including 132,980 shares held in treasury, all of which are credited as fully paid.
- (E) As at 16 December 2014 (being the last practicable date prior to the date of this Scheme), no member of the Greene King Group holds or beneficially owns any Spirit Shares. It is proposed that, prior to the Scheme Record Time, a deferred share of 1 penny in the capital of the Spirit will be issued by Spirit to Greene King for cash.
- (F) Greene King has agreed to appear by Counsel at the hearing to approve this Scheme and to undertake to the Court to be bound by the provisions of this Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

1. Cancellation of Scheme Shares

- (A) The share capital of Spirit shall be reduced by cancelling and extinguishing all of the Scheme Shares.
- (B) Forthwith and contingently upon the Reduction of Capital taking effect, the reserve arising in the books of account of the Company as a result of such Reduction of Capital shall be capitalised and applied in paying up in full at par such number of new Spirit Shares as shall be equal to the number of Scheme Shares cancelled as aforesaid which shall be allotted and issued credited as fully paid (and free from liens, charges, encumbrances, rights of pre-emption, rights of set-off and other third party rights of any nature whatsoever) to Greene King and/or its nominee(s).

2. Consideration for the cancellation of Scheme Shares and special dividend

- (A) In consideration for the cancellation of the Scheme Shares and the allotment, payment up and issue of the new Spirit Shares to Greene King and/or its nominee(s) referred to in clause 1(B), Greene King shall, subject to clauses 2(B) and 4(D), allot and issue to the Scheme Shareholders 0.1322 New Greene King Shares, credited as fully paid, for each Scheme Share.
- (B) The aggregate number of New Greene King Shares to which a Scheme Shareholder is entitled under clause 2(A) shall in each case be rounded down to the nearest whole number. No fraction of a New Greene King Share shall be allotted to any holder of Scheme Shares, but all fractions to which, but for this proviso, holders of Scheme Shares would have been entitled, shall be aggregated, allotted, issued and sold in the market following the Effective Date and the net proceeds of sale (after dealing costs) shall be paid to the holders of Scheme Shares entitled thereto in due proportions. Payments of any amounts to which a Scheme Shareholder is entitled under this clause 2(B) will be made in accordance with clause 4(C).
- (C) In addition, and subject to Part 23 of the Companies Act, a special interim dividend of 6.5 pence per Scheme Share will be payable by Spirit to Scheme Shareholders on the register of members at the Scheme Record Time, such payment to be made within 14 days of the Effective Date in accordance with the articles of association of Spirit.

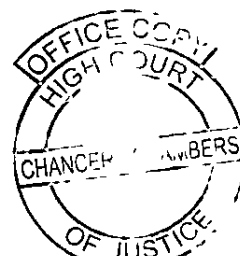
3. Share certificates and cancellation of CREST entitlements

- (A) With effect from and including the Effective Date, all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every holder of Scheme Shares shall be bound by the request of Spirit to deliver up the same to Spirit, or, as it may direct, to destroy the same.
- (B) With effect from and including the Effective Date, Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form. As regards certificated Scheme Shares, appropriate entries will be made in the register of members of Spirit with effect from the Effective Date to reflect their cancellation.



4 Allotment and issue of New Greene King Shares

- (A) The New Greene King Shares to be issued pursuant to clause 2 shall rank *pari passu* in all respects with all other Greene King Shares in issue on the Effective Date save that they will not participate in any dividend payable by Greene King by reference to a record date prior to the Effective Date
- (B) Immediately after the Scheme becomes effective, Greene King shall make all such allotments of and shall issue such New Greene King Shares as are required to be issued to give effect to this Scheme to the persons respectively entitled thereto, such consideration to be settled as set out in sub-clause (C), but subject to sub-clause (D), of this clause 4
- (C) Settlement of the consideration shall be effected as follows
- (i) In respect of a holding of the Scheme Shares in uncertificated form at the Scheme Record Time, the New Greene King Shares to which the Scheme Shareholder is entitled shall be allotted and issued in uncertificated form through CREST on the Effective Date, subject only to Admission. Greene King shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the Scheme Shareholder with such Scheme Shareholder's entitlement to New Greene King Shares as soon as practicable after 8 00 a.m. on the day of Admission. Greene King reserves the right to settle all or any part of the said consideration referred to in this sub-clause 4(C)(i) for all or any Scheme Shareholders in the manner referred to in sub-clause (C)(ii) of this clause 4 if, for reasons outside its reasonable control, it is not able to effect settlement in the manner provided in this sub-clause 4(C)(i). Any cash which may be due in respect of fractional entitlements (including Scheme Shareholders to which clause 4(D) applies) will be settled through the creation of an assured payment obligation in CREST as soon as practicable and, in any event, within fourteen days of the Effective Date
- (ii) In respect of a holding of Scheme Shares in certificated form at the Scheme Record Time, the New Greene King Shares to which the Scheme Shareholder is entitled shall be allotted and issued in certificated form on the Effective Date, and a share certificate for those shares shall be despatched within 14 days of the Effective Date. Any cash which may be due in respect of fractional entitlements (including to Scheme Shareholders to which clause 4(D) applies) will be paid by cheque in sterling drawn on a UK clearing bank despatched by post within fourteen days of the Effective Date
- (D) (i) The provisions of this clause 4 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any holder of Scheme Shares with a registered address in a jurisdiction outside the United Kingdom, or whom Greene King reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom (an "overseas shareholder"), Greene King is advised that the allotment and/or issue of New Greene King Shares pursuant to this clause 4 would or may infringe the laws of such jurisdiction or would or may require Greene King to observe any governmental or other consent or any registration, filing or other formality, with which Greene King is unable to comply or which Greene King regards as unduly onerous to comply with, Greene King may, in its sole discretion, either
- (a) determine that the New Greene King Shares shall not be allotted and/or issued to such holder under this clause 4 but shall instead be allotted and issued to a nominee appointed by Greene King as trustee for such holder on terms that the nominee shall, as soon as practicable following the Effective Date, sell the New Greene King Shares so allotted and issued at the best price which can reasonably be obtained at the time of sale and account for the net proceeds of such sale (after the deduction of all expenses and commissions, including any amounts in respect of value added tax payable thereon) by sending a cheque or creating an assured payment obligation in accordance with the provisions of sub-clause (D)(ii) of this clause 4. In the absence of bad faith or wilful default, none of Spirit, Greene King or the nominee shall have any liability for any loss or damage arising as a result of the timing or terms of such sale, or
- (b) determine that the New Greene King Shares shall be sold, in which event the New Greene King Shares shall be issued to such holder and Greene King shall appoint a person to act pursuant to this sub-clause (D)(i)(b) and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Greene King has made such determination shall as soon as practicable following the Effective Date be sold at the best

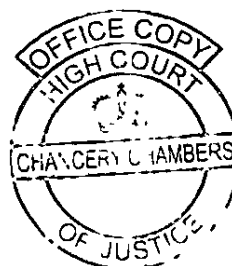


price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commissions, including any amounts in respect of value added tax payable thereon) shall be paid to such holder by sending a cheque or creating an assured payment obligation in accordance with the provisions of sub-clause (D)(ii) of this clause 4. To give effect to any such sale, the person so appointed shall be authorised on behalf of such holder to execute and deliver a form of transfer and to give such instructions and to do all other things which he may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of Spirit, Greene King or the person so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale.

- (ii) (a) In the case of New Greene King Shares to be sold in accordance with sub-clause (D)(i) of this clause 4, and issued in respect of Scheme Shares which are in uncertificated form at the Scheme Record Time, Greene King shall on behalf of the nominee or person appointed pursuant to sub-clause (D)(i) of this clause 4 make any cash payment pursuant to sub-clause (D)(i) of this clause 4 by arranging for the creation of an assured payment obligation in favour of the payment bank of the Scheme Shareholders of such Scheme Shares in accordance with the CREST assured payment arrangements (as set out in the CREST Manual) provided that Greene King may (if, for any reason, it wishes to do so) determine that all or part of such consideration shall be paid by cheque in sterling drawn on a UK clearing bank despatched by post and in such case sub-clause (D)(ii)(b) of this clause 4 shall apply, to the extent it is appropriate, or
- (b) in the case of New Greene King Shares to be sold in accordance with sub-clause (D)(i) of this clause 4 and issued in respect of Scheme Shares which are in certificated form at the Scheme Record Time, Greene King shall on behalf of the nominee or person appointed pursuant to sub-clause (D)(i) of this clause 4 make or shall procure the making of any cash payment pursuant to sub-clause (D)(i) of this clause 4 by delivering to the persons respectively entitled thereto, or as they may direct, cheques in sterling drawn on a UK clearing bank by post within fourteen days of the Effective Date.
- (E) All deliveries of notices, documents of title and cheques or certificates required to be made pursuant to this Scheme shall be effected by sending the same by first class post in pre-paid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Spirit or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register in respect of such joint holding at the Scheme Record Time.
- (F) Neither and none of Spirit, Greene King or their respective agents or nominees shall be responsible for any loss or delay in the transmission or delivery of the documents of title or any cheques or certificates sent in accordance with sub-clauses (C), (D) or (E) of this clause 4 which shall be sent at the risk of the person or persons entitled thereto.
- (G) All cheques shall be made payable to the person or persons respectively entitled to the monies represented thereby (except that, in the case of joint holders, Greene King reserves the right to make such cheques payable to that one of the joint holders whose name stands first in the register of members of Spirit in respect of such joint holding at the Scheme Record Time), and the encashment of any such cheque or the creation of any such assured payment obligation in accordance with the foregoing provisions of this clause 4 shall be a complete discharge of Greene King's obligation under this Scheme to pay the monies represented thereby.
- (H) Prior to the issue of new share certificates in respect of New Greene King Shares to Scheme Shareholders pursuant to sub-clause (C)(ii) of this clause 4, transfers of the New Greene King Shares issued to them pursuant to this Scheme shall be certified against the register of members of Greene King.

5. Dividend and other mandates

- (A) Subject to sub-clause (B) of this clause 5, each mandate relating to the payment of dividends on any Scheme Shares and other instructions given to Spirit by Scheme Shareholders in force at the Scheme Record Time relating to holdings of Scheme Shares shall, unless and until revoked or amended by the Scheme Shareholder concerned, be deemed as from the Effective Date to be valid and effective.



mandates and instructions to Greene King in relation to the New Greene King Shares issued in respect thereof

- (B) Spirit may, after the Effective Date and notwithstanding the cancellation of the Scheme Shares, pay the dividend referred to in clause 2(C) to the holders of Spirit Shares as appearing in the register of members at the Scheme Record Time

6. Operation of this Scheme

- (A) This Scheme shall become effective upon copies of the Court Orders accompanied by the Statement of Capital being delivered to the Registrar of Companies in England and Wales and, if the Court so orders (in respect of the Reduction Court Order and Statement of Capital), being registered by him
- (B) Unless this Scheme has become effective on or before ~~31 May~~ ^{30 June} 2015, or such later date, if any, as Spirit and Greene King may agree and the Court and the Panel may allow, this Scheme shall never become effective
- (C) Spirit and Greene King may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition that the Court may approve or impose



7. Governing Law

This Scheme is governed by English law and is subject to the jurisdiction of English courts. The rules of the Code will apply to this Scheme.

Dated 18 December 2014

