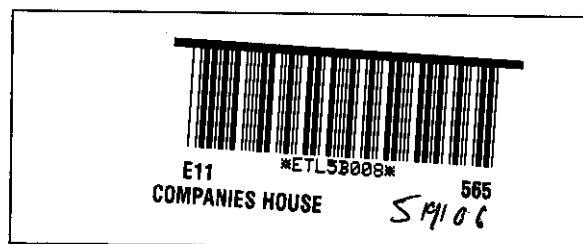


Separator Sheet

Company Number 52412

Company Name HANCOCK & HANSAVIR PLC



IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

BEFORE THE HONOURABLE MR JUSTICE RIMER

4 SEPTEMBER 2006



IN THE MATTER OF HARDYS & HANSONS P.L.C.
AND IN THE MATTER OF THE COMPANIES ACT 1985

ORDER

UPON THE PETITION of the above named Hardys & Hansons p.l.c. (the "**Company**") whose registered office is situate at The Brewery, Kimberley, Nottingham, Nottinghamshire NG16 2NS presented to this Court in the above matters on 16 August 2006.

AND UPON HEARING Counsel for the Company

AND UPON READING the said Petition and the evidence

AND UPON Greene King Acquisitions (No. 3) Limited (the "**Offeror**") by Counsel for the Company, the said Offeror by Counsel for the Company submitting to be bound by the Scheme of Arrangement hereinafter sanctioned and undertaking to execute and do and 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/them for the purpose of giving effect to such Scheme of Arrangement

THIS COURT HEREBY SANCTIONS the Scheme of Arrangement as set forth in the Schedule to the said Petition and in the First Schedule hereto

AND THE COURT ORDERS that the reductions of the capital of the Company resolved on and effected by a Special Resolutions passed at an Extraordinary General Meeting of the Company held on 15 August 2006 be and the same are hereby confirmed in accordance with the provisions of the above-mentioned Act

AND THIS COURT HEREBY APPROVES the Minute set forth in the Second Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an office copy hereof be delivered to him together with a copy of the said Minute

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order (insofar as it confirms the reduction of the capital of the Company) and of the said Minute be published once in "The Times" newspaper within 21 days after such registration.

Dated: 4 September 2006



THE FIRST SCHEDULE
SCHEME OF ARRANGEMENT

PART XI

The Scheme of Arrangement

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

No. 4985 of 2006

**IN THE MATTER OF
HARDYS & HANSONS P.L.C.**

**AND IN THE MATTER OF
THE COMPANIES ACT 1985**

SCHEME OF ARRANGEMENT

(under section 425 of the Companies Act 1985)

BETWEEN

HARDYS & HANSONS P.L.C.

AND

THE HOLDERS OF ITS SCHEME SHARES

(as hereinafter defined)

PRELIMINARY

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

"Business Day"	a day on which the London Stock Exchange plc is open for the transaction of business
"Cancellation Shareholders"	holders of Cancellation Shares
"Cancellation Shares"	Scheme Shares, other than the Transfer Shares
"certificated" or "in certificated form"	not in uncertificated form (that is, not in CREST)
"Circular"	the document dated 20 July 2006 sent by the Company to the holders of its Hardys & Hansons Ordinary Shares, the holders of its deferred ordinary shares and the holders of its first cumulative preference shares of which this Scheme forms part
"Companies Act"	the Companies Act 1985 (as amended)
"Company"	Hardys & Hansons p.l.c., incorporated in England and Wales with registered number 00052412
"Court"	the High Court of Justice in England and Wales
"Court Meeting"	the meeting of the holders of Hardys & Hansons Ordinary Shares (other than the Offeror) convened by order of the Court pursuant to section 425 of the Companies Act to consider and, if thought fit, approve this Scheme, including any adjournment thereof

“Court Order”	the order of the Court sanctioning the Scheme under section 425 of the Companies Act and confirming the reduction of share capital under section 137 of the Companies Act provided for by this Scheme
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by CRESTCo in accordance with the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
“CRESTCo”	CRESTCo. Limited
“Effective Date”	the date on which this Scheme becomes effective in accordance with Clause 8
“Excluded Shares”	the Hardys & Hansons Shares registered in the names of, or beneficially owned by, the Offeror or members of the Greene King Group
“Greene King”	Greene King plc, incorporated in England and Wales with registered number 00024511
“Greene King Group”	Greene King and its subsidiary undertakings
“Hardys & Hansons Ordinary Shares”	ordinary shares of 5 pence each in the capital of the Company
“HHHL Scheme”	the scheme of arrangement under section 425 of the Companies Act between Hardy Hanson Holdings Limited and the holders of its Scheme Shares (as defined in the Hardy Hanson Holdings Limited scheme document dated 20 July 2006)
“holder”	includes any person entitled by transmission
“Interim Dividend”	the interim dividend of 7.6 pence per Hardys & Hansons Ordinary Share announced on 19 May 2006 in respect of the period ending on 29 September 2006 payable on 7 August 2006 to all Hardys & Hansons Ordinary Shareholders on the register of members at the close of business on 14 July 2006
“Loan Note Alternative”	the alternative consideration for which a holder of Scheme Shares (other than a Restricted Overseas Person) may elect under Clause 3
“Loan Note Form of Election”	the green form of election relating to the Loan Note Alternative and accompanying the Circular
“Loan Notes”	the guaranteed floating rate unsecured loan notes 2011 of the Offeror to be issued pursuant to the Loan Note Alternative, particulars of which are summarised in Part VII of the Circular
“members”	members of the Company on the register of members at any relevant date
“Offeror”	Greene King Acquisitions (No.3) Limited, incorporated in England and Wales with registered number 5777694
“Restricted Overseas Person”	a person (including an individual, partnership, unincorporated syndicate or organisation, incorporated association, trust, trustee, executor, administrator or other legal representative) in or resident in the United States, Canada, Australia or Japan or any other jurisdiction where it would be unlawful to elect for the Loan Note Alternative or sell Loan Notes or a U.S. Person (as defined in Regulation S under the U.S. Securities Act)

"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 Record Time"	6.00 p.m. on the Business Day immediately preceding the Effective Date
"Scheme Shares"	<ul style="list-style-type: none"> (i) the Hardys & Hansons Ordinary Shares in issue at the date of this Scheme; (ii) any Hardys & Hansons Ordinary Shares issued after the date of this Scheme and before the Voting Record Time; and (iii) any Hardys & Hansons Ordinary Shares issued at or after the Voting Record Time and before the Scheme Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by this Scheme,
	in each case other than the Excluded Shares
"Transfer Shares"	Scheme Shares in respect of which valid elections for the Loan Note Alternative shall have been made in accordance with this Scheme and in respect of which Loan Notes are to be issued
"uncertificated" or "in uncertificated form"	recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
"United States"	the United States of America, its territories and possessions, any State of the United States, and the District of Columbia
"U.S. Securities Act"	the United States Securities Act of 1933 (as amended)
"Voting Record Time"	6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting

and references to Clauses are to Clauses of this Scheme.

- (B) The authorised share capital of the Company at the date of this Scheme is £1,725,000 divided into 225,000 5 per cent. first cumulative preference shares, 250,000 6 per cent. second cumulative preference shares, 20,000,000 Hardys & Hansons Ordinary Shares and 5,000,000 deferred ordinary shares, of which, as at the close of business on 18 July 2006, 200,000 6 per cent. second cumulative preference shares and all of the 5 per cent. first cumulative preference shares, Hardys & Hansons Ordinary Shares and deferred ordinary shares had been issued and were credited as fully paid and the remainder of the 6 per cent. second cumulative preference shares were unissued.
- (C) At the date of this Scheme, the Offeror is the registered holder of 236,976 Hardys & Hansons Ordinary Shares.
- (D) The Offeror has agreed to appear by counsel on the hearing of the petition to sanction this Scheme and to submit to be bound by and to undertake to the Court to be bound by the Scheme and to execute and do and 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 for the purpose of giving effect to this Scheme.

THE SCHEME

1. Cancellation of the Cancellation Shares

- 1.1 The capital of the Company shall be reduced by cancelling and extinguishing the Cancellation Shares.
- 1.2 Subject to and forthwith upon the said reduction of capital taking effect:
- 1.2.1 the authorised share capital of the Company shall be increased to its former amount by the creation of such number of new Hardys & Hansons Ordinary Shares as is equal to the number of Cancellation Shares cancelled pursuant to Clause 1.1; and
- 1.2.2 the reserve arising in the books of account of the Company as a result of the said reduction of capital shall be capitalised and applied in paying up in full at par the new Hardys & Hansons Ordinary Shares created pursuant to Clause 1.2.1, which shall be allotted and issued credited as fully paid to the Offeror and/or its nominee(s).

2. Consideration for cancellation of the Cancellation Shares

In consideration for the cancellation of the Cancellation Shares and the allotment and issue of the Hardys & Hansons Ordinary Shares as provided in Clause 1, the Offeror shall (subject as hereinafter provided) pay to or for the account of the holders of Cancellation Shares (as appearing in the register of members of the Company at the Scheme Record Time):

for every Cancellation Share

£10.59 pence in cash

3. Loan Note Alternative

- 3.1 If any holder of Scheme Shares shall validly so elect in respect of all or some of his or her Scheme Shares, the Offeror shall, in consideration for the transfer of the Transfer Shares (and subject as hereinafter provided), allot and issue to such holder (as appearing in the register of members at the Scheme Record Time) Loan Notes on the following basis:

for every Transfer Share

£10.59 pence nominal value of Loan Notes

provided that the Loan Note Alternative shall not be available to Restricted Overseas Persons, or persons whom the Offeror believes to be Restricted Overseas Persons.

- 3.2 If valid elections for the Loan Note Alternative would result in the issue of less than £5,000,000 nominal value of Loan Notes in aggregate (in respect of the Scheme and the HHHL Scheme), the Offeror will not issue any Loan Notes. If no Loan Notes are issued pursuant to this Clause 3.2, any relevant Scheme Shares whose holders have elected for the Loan Note Alternative shall be Cancellation Shares for the purposes of this Scheme, such holders shall then receive the cash to which they would otherwise be entitled under this Scheme, and Clause 4 shall not apply.
- 3.3 The Loan Notes shall be issued credited as fully paid and in amounts and integral multiples of £1 nominal. No fraction of a Loan Note shall be issued to any holder of Scheme Shares and the cash entitlement relating thereto shall be disregarded and not paid to such holder.
- 3.4 The election referred to in Clause 3.1 shall be made by the completion and delivery of a Loan Note Form of Election in accordance with the instructions thereon or submission and settlement of a TTE instruction.
- 3.5 The Offeror shall be entitled, in determining whether a Loan Note Form of Election is valid, or not, to exercise the powers and discretions provided for in Part VIII of the Circular.
- 3.6 Upon execution and delivery by a holder of Scheme Shares of a valid Loan Note Form of Election or settlement of a TTE instruction such holder shall be bound by the terms and provisions contained in the Loan Note Form of Election and in Part VIII of the Circular and in particular (but without prejudice to the generality of the foregoing):

- 3.6.1 shall be responsible for the representations and warranties contained in Notes 2 and 4 on page 4 of the Loan Note Form of Election; and
- 3.6.2 shall be bound by the provisions set out in section 13 of Part VII and section 2 of Part VIII of the Circular.
- 3.7 The Loan Notes will be constituted by an instrument substantially in the form already prepared and initialled for the purpose of identification by Pinsent Masons solicitors, with such modifications or additions, if any, as may prior to the execution thereof be agreed between the Company and the Offeror.
- 3.8 The provisions of this Clause 3 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 outside the United Kingdom or who is a citizen, resident or national of a jurisdiction outside the United Kingdom, the Offeror is advised that the issue of Loan Notes pursuant to this Clause 3 would or may infringe the laws of any such jurisdiction, or would or may require the Offeror to observe any governmental or other consent to any registration, filing or other formality with which the Offeror is unable to comply or which the Offeror regards as unduly onerous, the Offeror may determine that the Loan Note Alternative shall not be available to such holder so that such holder shall be deemed to be a Restricted Overseas Person and any Loan Note Form of Election completed and delivered by such holder shall be invalid.
- 3.9
 - 3.9.1 If at the Scheme Record Time the number of Scheme Shares held by a person who has elected to receive Loan Notes is equal to or exceeds the number of Scheme Shares in respect of which an election for Loan Notes made by him would otherwise be effective, the validity of his election shall not be affected by any alteration in his holding of Scheme Shares between the date on which he made such election and the Scheme Record Time and any reductions in his holding shall, if applicable, be treated as disposals of those Scheme Shares in respect of which he did not elect to receive Loan Notes.
 - 3.9.2 If at the Scheme Record Time the number of Scheme Shares held by a person who has so elected to receive Loan Notes is less than the number of Scheme Shares in respect of which the holder has elected to receive such Loan Notes, he shall be treated as having validly elected to receive Loan Notes in respect of all of his Scheme Shares.

4. Acquisition of Transfer Shares

Forthwith and contingently upon the cancellation of the Cancellation Shares, the allotment of the new Hardys & Hansons Ordinary Shares referred to in Clause 2.2 and the registration of such new Hardys & Hansons Ordinary Shares in the name of the Offeror but subject to Clause 3.2, the Offeror shall acquire the Transfer Shares fully paid, with full title guarantee, free from all liens, equities, charges, encumbrances and other interests and together with all rights at the date of this Scheme or thereafter attached thereto including the right to receive and retain all dividends and other distributions declared, paid or made thereon, on or after 15 June 2006 other than the Interim Dividend.

For such purposes, the Transfer Shares shall be transferred to the Offeror and/or its nominee(s) and to give effect to such transfer any person may be appointed by the Offeror to execute as transferor an instrument or instruction of transfer of any Transfer Shares and every instrument or instruction of transfer so executed shall be as effective as if it had been executed by the holder or holders of the Transfer Shares thereby transferred.

5. Payments

- 5.1 As soon as practicable after the Effective Date and in any event not more than 14 days thereafter, the Offeror shall:
 - 5.1.1 in the case of Cancellation Shares which at the Scheme Record Time are in certificated form, deliver or procure the delivery to the persons entitled thereto of cheques for the sums payable to them respectively in accordance with

Clause 2 or, in the case of Cancellation Shares which at the Scheme Record Time are in uncertificated form, ensure that an assured payment obligation in respect of the sums payable to the persons entitled thereto is created in accordance with the CREST assured payment arrangements (as set out in the CREST manual) in respect of the sums payable to them respectively in accordance with Clause 2, PROVIDED that the Offeror reserves the right to make payment of the said consideration by cheque as aforesaid if, for any reason, it wishes to do so; and

- 5.1.2 against the execution of any instrument or instruction of transfer referred to in Clause 4, in the case of Transfer Shares, issue the Loan Notes which it is required to issue pursuant to Clause 3 and deliver certificates therefor to the persons entitled thereto.
- 5.2 All deliveries of cheques and certificates required to be made pursuant to this Scheme shall be effected by posting 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 the Company at the Scheme Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and neither the Offeror nor the Company shall be responsible for any loss or delay in the transmission of cheques or certificates sent in accordance with this Clause 5.2 which shall be sent at the risk of the person entitled thereto.
- 5.3 All cheques shall be made payable to the person to whom in accordance with the foregoing provisions of this Clause 5 the envelope containing the same is addressed and the encashment of any such cheque or the creation of any assured payment obligation as referred to in Clause 5.1.1 shall be a complete discharge to the Offeror for the moneys represented thereby.
- 5.4 The provisions of this Clause 5 shall be subject to any prohibition or condition imposed by law.

6. Certificates and Cancellations

With effect from and including the Effective Date:

- 6.1 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 at the request of the Company to deliver up the same to the Company or as it may direct or to destroy the same; and
- 6.2 CRESTCo shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form.

7. Dividend Mandates

All mandates and other instructions to the Company in force at the Scheme Record Time relating to Transfer Shares shall, unless and until revoked or amended, be deemed as from the Effective Date to be valid and effective mandates in relation to the payment of interest and capital and instructions to the Offeror in relation to the Loan Notes issued in respect thereof.

8. The Effective Date

- 8.1 This Scheme shall become effective in accordance with its terms as soon as an office copy of the Court Order sanctioning this Scheme under section 425 of the Companies Act and confirming under section 137 of the Companies Act the reduction of capital provided for by this Scheme shall have been delivered to the Registrar of Companies for registration and, in the case of the confirmation of the reduction of capital, shall have been registered by him.

8.2 Unless this Scheme shall become effective on or before 15 December 2006 or such later date, if any, as the Offeror and the Company may agree and the Court may allow, this Scheme shall never become effective.

9. Modification

The Offeror and the Company may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose.

Dated 20 July 2006.

PART XII

Definitions

In this document (with the exception of Part XI), the following words and expressions have the following meanings, unless the context requires otherwise:

Acquisition(s)	the Hardys & Hansons Acquisition and/or the HHLH Acquisition, as the context requires
AIM	the Alternative Investment Market, a market operated by the London Stock Exchange
AIM Rules	the rules published by the London Stock Exchange governing admission to, and the operation of, AIM
Annual Report	the 2005 Hardys & Hansons Annual Report and Accounts
Arbuthnot	Arbuthnot Securities Limited, a private limited company incorporated in England whose registered office is at Arbuthnot House, 30 Ropemaker Street, London EC2Y 9AR
Australia	the Commonwealth of Australia, its territories and possessions and all areas subject to its jurisdiction or any subdivision thereof
Brewing Company	the brewing division of the Greene King Group
Business Day	a day on which the London Stock Exchange is open for the transaction of business
Canada	Canada, its provinces and territories and all areas subject to its jurisdiction and any political sub-division thereof
Cancellation Shares	Hardys & Hansons Scheme Shares, other than the Transfer Shares
Capita Registrars	a trading division of Capita IRG Plc
certificated form or in certificated form	not in uncertificated form (that is, not in CREST)
Citigroup	Citigroup Global Markets Limited, a private limited company incorporated in England and Wales whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
City Code	the City Code on Takeovers and Mergers
Class Meeting	the Hardys & Hansons Ordinary Class Meeting and/or the Hardys & Hansons First Preference Class Meeting and/or the HHLH A Class Meeting and/or the HHLH B Class Meeting, as the context requires
Closing Price	the closing middle-market quotation of a Hardys & Hansons Ordinary Share as derived from AIM
Companies Act	the Companies Act 1985 (as amended)
Company's Registrars or Capita Registrars	Capita Registrars
Competition Commission	the United Kingdom competition authority
Conditions	the conditions to the Hardys & Hansons Scheme and the Hardys & Hansons Acquisition which are set out in Part III of this document
Connected Person	the meaning given to that expression in section 839 of the Income and Corporation Taxes Act 1988
Court	the High Court of Justice in England and Wales

Court Hearing	the hearing by the Court of the petition to sanction the Hardys & Hansons Scheme under section 425 of the Companies Act and to confirm the cancellation of the Cancellation Shares provided for by the Hardys & Hansons Scheme and the cancellation and repayment of the Preference Shares provided for by the Reduction of Capital under section 137 of the Companies Act
Court Hearing Date	the date of the Court Hearing
Court Meeting	the Hardys & Hansons Court Meeting and/or the HHL A Court Meeting and/or the HHL B Court Meeting, as the context requires
Court Order	the order of the Court sanctioning the Hardys & Hansons Scheme under section 425 of the Companies Act and confirming the cancellation of the Cancellation Shares provided for by the Hardys & Hansons Scheme under section 137 of the Companies Act
CREST	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by CRESTCo in accordance with the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
CRESTCo	CRESTCo. Limited
CREST Manual	the rules governing the operation of CREST, consisting of the CREST Reference Manual, CREST International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Discipline Rules, CCSS Operations Manual, Daily Timetable, CREST Application Procedure and CREST Glossary of Terms (all as defined in the CREST Glossary of Terms promulgated by CRESTCo on 15 July 1996 and as amended since)
Daily Official List	the London Stock Exchange's daily official list
Deferred Ordinary Shareholder	HHL as the holder of the Deferred Ordinary Shares
Deferred Ordinary Shares	the deferred ordinary shares of 5 pence each in the capital of Hardys & Hansons
Deutsche Bank	Deutsche Bank AG, a company incorporated under the laws of Germany, acting through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB
Effective Date	the Hardys & Hansons Scheme Effective Date or the HHL Scheme Effective Date or each of them, as the context requires
EBITDA	earnings before interest, taxation, depreciation and amortisation
Excluded Shares	the Hardys & Hansons Ordinary Shares registered in the names of, or beneficially owned by, the Offeror or members of the Greene King Group
Extraordinary General Meeting	the Hardys & Hansons Extraordinary General Meeting and/or the HHL Extraordinary General Meeting, as the context requires
Facility Agreement	the facility agreement between Greene King, the Offeror, Greene King Brewing and Retailing Limited, Greene King Acquisitions Limited, Greene King Acquisitions No.2 Limited, Greene King Neighbourhood Pub Holdings Limited, Greene King Neighbourhood Estate Pubs Limited, Barclays Capital and Barclays Bank plc dated 15 June 2006

Family Trusts	as regards any particular individual Noteholder as defined in paragraph 3(a) of Part VII of this document, or deceased or former individual Noteholder, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or whosoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Loan Notes in question is for the time being vested in any person other than that individual Noteholder and/or their Connected Persons; and so that for this purpose a person shall be considered to be beneficially interested if such Loan Note or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons
Financial Services Authority	the Financial Services Authority in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000
First Preference Shareholders	holders of First Preference Shares
First Preference Shares	the 5 per cent. first cumulative preference shares of £1 each in the capital of Hardys & Hansons
Forms of Proxy	either or all of (i) the blue form of proxy for use at the Hardys & Hansons Court Meeting, (ii) the pink form of proxy for use at the Hardys & Hansons Ordinary Class Meeting, (iii) the mauve form of proxy for use at the Hardys & Hansons First Preference Class Meeting and (iv) the white form of proxy, the yellow form of proxy and the orange form of proxy for use at the Hardys & Hansons Extraordinary General Meeting which accompany this document, as the context requires
Greene King	Greene King plc, a public limited company incorporated in England and Wales
Greene King Board	the board of directors of Greene King
Greene King Directors	the directors of Greene King, whose names are set out in paragraph 2(c) of Part X of this document
Greene King Group	Greene King and its subsidiary undertakings and, where the context permits, each of them
Guarantee	the guarantee as to principal and interest of the Loan Notes by the Guarantor
Guarantor	Greene King
Hardys & Hansons or the Company	Hardys & Hansons p.l.c.
Hardys & Hansons Acquisition	the proposed acquisition of the Hardys & Hansons Scheme Shares by the Offeror by means of the Hardys & Hansons Scheme as described in this document
Hardys & Hansons Articles	the Articles of Association of Hardys & Hansons in force from time to time
Hardys & Hansons Board or Board	the board of directors of Hardys & Hansons

Hardys & Hansons Class Meetings	the Hardys & Hansons Ordinary Class Meeting and the Hardys & Hansons First Preference Class Meeting
Hardys & Hansons Class Meeting Resolutions	the Hardys & Hansons Ordinary Class Meeting Resolution and the Hardys & Hansons First Preference Class Meeting Resolution
Hardys & Hansons Court Meeting	the meeting of the holders of Hardys & Hansons Ordinary Shares (other than the Offeror) convened by order of the Court pursuant to section 425 of the Companies Act to consider and, if thought fit, approve the Hardys & Hansons Scheme (with or without amendment), notice of which is set out in Part XIV of this document, and any adjournment thereof
Hardys & Hansons Court Order	the orders of the Court sanctioning the Hardys & Hansons Scheme under section 425 of the Companies Act and confirming the reduction of share capital provided for by the Hardys & Hansons Scheme under section 137 of the Companies Act
Hardys & Hansons Directors or Directors	the directors of Hardys & Hansons, whose names are set out in paragraph 2(a) of Part X of this document
Hardys & Hansons EGM Resolutions	the resolutions to be proposed at the Hardys & Hansons Extraordinary General Meeting in connection with the Hardys & Hansons Scheme to approve the implementation of the Hardys & Hansons Scheme, certain amendments to the Hardys & Hansons Articles for the purposes of approving and implementing the Hardys & Hansons Scheme, any reduction of capital involved in the Hardys & Hansons Scheme and the Reduction of Capital
Hardys & Hansons Extraordinary General Meeting	the extraordinary general meeting of Hardys & Hansons, notice of which is set out in Part XVII of this document, and any adjournment thereof
Hardys & Hansons First Preference Class Meeting	the separate class meeting of the First Preference Shareholders, notice of which is set out in Part XVI of this document, and any adjournment thereof
Hardys & Hansons First Preference Class Meeting Resolution	the resolution to be proposed at the Hardys & Hansons First Preference Class Meeting to approve the variation and abrogation of certain rights to the First Preference Shares
Hardys & Hansons Group	Hardys & Hansons and its subsidiary undertakings and, where the context permits, each of them
Hardys & Hansons Ordinary Class Meeting	the separate class meeting of the Hardys & Hansons Ordinary Shareholders, notice of which is set out in Part XV of this document, and any adjournment thereof
Hardys & Hansons Ordinary Class Meeting Resolution	the resolution to be proposed at the Hardys & Hansons Ordinary Class Meeting to approve the variation and abrogation of certain rights attaching to the Hardys & Hansons Ordinary Shares
Hardys & Hansons Ordinary Shareholders	holders of Hardys & Hansons Ordinary Shares from time to time
Hardys & Hansons Ordinary Shares	ordinary shares of 5 pence each in the capital of Hardys & Hansons

Hardys & Hansons Scheme	the proposed scheme of arrangement under section 425 of the Companies Act between Hardys & Hansons and the Hardys & Hansons Scheme Shareholders as set out in Part XI of this document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Hardys & Hansons and the Offeror
Hardys & Hansons Scheme Effective Date	the day on which the Hardys & Hansons Scheme becomes effective in accordance with its terms
Hardys & Hansons Scheme Shareholders	holders of Hardys & Hansons Scheme Shares
Hardys & Hansons Scheme Shares	<ul style="list-style-type: none"> (i) the Hardys & Hansons Ordinary Shares in issue at the date of this document; (ii) any Hardys & Hansons Ordinary Shares issued after the date of this document and before the Voting Record Time; and (iii) any Hardys & Hansons Ordinary Shares issued at or after the Voting Record Time and before the Scheme Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Hardys & Hansons Scheme, <p>in each case other than the Excluded Shares</p>
Hardys & Hansons Shares	Deferred Ordinary Shares, Hardys & Hansons Ordinary Shares and Preference Shares
Hardys & Hansons Share Schemes	the Hardys & Hansons Share Incentive Plan and the Hardys & Hansons p.l.c. 2005 Performance Share Plan
Hawkpoint	Hawkpoint Partners Limited
HHHL	Hardy Hanson Holdings Limited
HHHL A Class Meeting	the separate class meeting of the HHHL A Shareholders (and any adjournment thereof) convened in connection with the Acquisitions
HHHL A Class Meeting Resolution	the resolution to be proposed at the HHHL A Class Meeting to authorise the HHHL Directors to exercise the votes attaching to the Deferred Ordinary Shares to approve the amendments to the Hardys & Hansons Articles to be proposed at the Hardys & Hansons Extraordinary General Meeting
HHHL A Court Meeting	the meeting of HHHL A Shareholders (and any adjournment thereof) to be convened pursuant to an order of the Court under section 425 of the Companies Act for the purposes of considering and, if thought fit, approving the HHHL Scheme (with or without amendment)
HHHL A Shareholders	holders of HHHL A Shares
HHHL A Shares	the A shares of 5 pence each in the capital of HHHL
HHHL Acquisition	the proposed acquisition by the Offeror of the HHHL Scheme Shares to be effected by means of the HHHL Scheme
HHHL B Class Meeting	the separate class meeting of the HHHL B Shareholders (and any adjournment thereof) convened in connection with the Acquisitions

HHHL B Class Meeting Resolution	the resolution to be proposed at the HHHL B Class Meeting to authorise the HHHL Directors to exercise the votes attaching to the Deferred Ordinary Shares to approve the amendments to the Hardys & Hansons Articles to be proposed at the Hardys & Hansons Extraordinary General Meeting
HHHL B Court Meeting	the meeting of HHHL B Shareholders (and any adjournment thereof) to be convened pursuant to an order of the Court under section 425 of the Companies Act for the purposes of considering and, if thought fit, approving the HHHL Scheme (with or without amendment)
HHHL B Shareholders	holders of HHHL B Shares
HHHL B Shares	the B shares of 5 pence each in the capital of HHHL
HHHL Class Meetings	the HHHL A Class Meeting and the HHHL B Class Meeting
HHHL Class Meeting Resolutions	the HHHL A Class Meeting Resolution and the HHHL B Class Meeting Resolution
HHHL Court Meetings	the HHHL A Court Meeting and the HHHL B Court Meeting
HHHL Court Order	the orders of the Court sanctioning the HHHL Scheme under section 425 of the Companies Act and confirming the reduction of capital provided for by the HHHL Scheme under section 137 of the Companies Act
HHHL Directors	the board of directors of HHHL
HHHL EGM Resolution	the resolution to be proposed at the HHHL Extraordinary General Meeting in connection with the HHHL Scheme to approve the implementation of the HHHL Scheme and any reduction of capital involved in the HHHL Scheme
HHHL Extraordinary General Meeting	the extraordinary general meeting of HHHL (and any adjournment thereof) convened in connection with the Hardys & Hansons Acquisition
HHHL Scheme	the proposed scheme of arrangement under section 425 of the Companies Act between HHHL and the HHHL Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by HHHL and the Offeror
HHHL Scheme Effective Date	the date on which the HHHL Scheme becomes effective in accordance with its terms
HHHL Scheme Shareholders	holders of HHHL Scheme Shares
HHHL Scheme Shares	<ul style="list-style-type: none"> (i) the HHHL Shares in issue at the date of the HHHL Scheme (ii) any HHHL A Shares and HHHL B Shares issued after the date of the HHHL Scheme and before the commencement of respectively the HHHL A Court Meeting and the HHHL B Court Meeting, and (iii) any HHHL A Shares and HHHL B Shares issued at or after the commencement of respectively the HHHL A Court Meeting and the HHHL B Court Meeting and before the Scheme Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the HHHL Scheme.

HHHL Shareholders	the HHHL A Shareholders and/or the HHHL B Shareholders, as the context requires
HHHL Shares	the HHHL A Shares and/or the HHHL B Shares, as the context requires
Holder	includes any person entitled by transmission
Implementation Agreement	the agreement between Hardys & Hansons, Greene King and the Offeror, dated 15 June 2006, inter alia, to agree the implementation of the Hardys & Hansons Scheme
Interim Dividend	the interim dividend of 7.6 pence per Hardys & Hansons Ordinary Share announced on 19 May 2006 in respect of the period ending on 29 September 2006 payable on 7 August 2006 to all Hardys & Hansons Ordinary Shareholders on the register of members at the close of business on 14 July 2006
Japan	Japan, its cities and prefectures, territories and possessions and all areas subject to its jurisdiction or any subdivisions thereof
LIBOR	the London Interbank Offered Rate
Loan Note Alternative	the alternative whereby Hardys & Hansons Scheme Shareholders (other than Restricted Overseas Persons) may elect to receive Loan Notes instead of some or all of the cash consideration to which they would otherwise be entitled
Loan Note Form of Election	the green form of election relating to the Loan Note Alternative and accompanying this document
Loan Note Instrument	the loan note instrument constituting the Loan Notes due to be issued by the Offeror pursuant to the Loan Note Alternative
Loan Notes	the floating rate guaranteed unsecured loan notes 2011 of the Offeror to be issued pursuant to the Loan Note Alternative, particulars of which are summarised in Part VII of this document
Loan Note Valuation	the valuation of the Loan Notes made by Citigroup and PricewaterhouseCoopers
London Stock Exchange	London Stock Exchange plc
MacArthur & Co	MacArthur & Co. Limited
Meetings	any or all of the Hardys & Hansons Court Meeting, the Hardys & Hansons Class Meetings and the Hardys & Hansons Extraordinary General Meeting as the context may require
Offeror	Greene King Acquisitions (No. 3) Limited, a private company limited by shares incorporated in England and Wales under the Companies Act with registered number 5777694
Offeror Directors	the directors of the Offeror, whose names are set out in paragraph 2(b) of Part X of this document
Offer Period	the period commencing on 12 June 2006 and ending on the date of the Meetings
Overseas Persons	Hardys & Hansons Scheme Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the UK
Panel	the Panel on Takeovers and Mergers
pounds or £	UK pounds sterling
Preference Shareholders	the First Preference Shareholders and/or the Second Preference Shareholders, as the context requires

Preference Shares	the First Preference Shares and/or the Second Preference Shares, as the context requires
PricewaterhouseCoopers	PricewaterhouseCoopers LLP, a limited liability partnership registered in England with registered number OC303525 and with its registered address at 1 Embankment Place, London WC2N 6RH
Pub Company	the managed house division of the Greene King Group
Pub Partners	the tenanted and leased pub division of the Greene King Group
Reduction of Capital	the proposed cancellation and repayment of the issued Preference Shares as described in Parts I and II of this document
Registrar of Companies	the Registrar of Companies in England and Wales
Regulatory Information Service	any of the services approved by the London Stock Exchange for the distribution to the public of AIM announcements and included within the list maintained on the London Stock Exchange's website, www.londonstockexchange.com
Restricted Overseas Person	a person (including an individual, partnership, unincorporated syndicate or organisation, incorporated association, trust, trustee, executor, administrator or other legal representative) in or resident in the United States, Canada, Australia or Japan or any other jurisdiction where it would be unlawful to elect for the Loan Note Alternative or sell Loan Notes or a U.S. Person (as defined in Regulation S under the U.S. Securities Act)
Scheme	the Hardys & Hansons Scheme and/or the HHHL Scheme as the context requires
Scheme Record Time	6.00 p.m. on the Business Day immediately preceding the Hardys & Hansons Scheme Effective Date or the HHHL Scheme Effective Date as the context requires
Scheme Shareholders	holders of Hardys & Hansons Scheme Shares and/or HHHL Scheme Shares as the context requires
Scheme Shares	Hardys & Hansons Scheme Shares and/or HHHL Scheme Shares as the context requires
Second Preference Shareholders	holders of Second Preference Shares
Second Preference Shares	the 6 per cent. second cumulative preference shares of £1 each in the capital of Hardys & Hansons
Shareholders	Hardys & Hansons Ordinary Shareholders and/or HHHL Shareholders as the context requires
Subsidiary, subsidiary undertaking, undertaking, associated undertaking and substantial interest	have the meanings given by the Companies Act, other than paragraph 20(1)(b) of Schedule 4A to that Act which shall be excluded for this purpose, and substantial interest means a direct or indirect interest in 20 per cent. or more of the equity share capital (as defined in that Act) of any undertaking
Third Party Announcement	means an announcement made by a third party, which is not acting in concert with Greene King, of a firm intention to make an offer (whether by way of general offer or scheme of arrangement or otherwise and whether or not subject to pre-conditions) for the ordinary share capital and/or the deferred ordinary share capital of the Company and/or the share capital of HHHL, pursuant to Rule 2.5 of the City Code
Third Party Transaction	the offer referred to in a Third Party Announcement

Transfer Shareholders	holders of the Transfer Shares
Transfer Shares	Hardys & Hansons Scheme Shares (if any) in respect of which valid elections are made under the Loan Note Alternative in accordance with its terms and in respect of which Loan Notes are to be issued
uncertificated or in uncertificated form	recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland
United States or U.S.	the United States of America, its territories and possessions, any State of the United States, and the District of Columbia
U.S. Securities Act	the U.S. Securities Act of 1933 (as amended)
Voting Record Time	6.00 p.m. on the day which is two days before the date of the Hardys & Hansons Court Meeting, or, if the Hardys & Hansons Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting

THE SECOND SCHEDULE

FORM OF MINUTE

"The share capital of Hardys & Hansons p.l.c. was by virtue of special resolutions passed on 15 August 2006 and with the sanction of an Order of the High Court of Justice dated 4 September 2006 reduced from £1,725,000 divided into 20,000,000 ordinary shares of 5 pence each, 225,000 5% first cumulative preference shares of £1.00 each, 250,000 6% second cumulative preference shares of £1.00 each and 5,000,000 deferred ordinary shares of 5 pence each to £576141.70 divided into 5,522,834 ordinary shares of 5 pence each, 50,000 6% second cumulative preference shares of £1.00 each and 5,000,000 deferred ordinary shares of 5 pence each.

By virtue of a Scheme of Arrangement sanctioned by the said Order and the first of the said special resolutions passed on 15 August 2006, the capital of the Company was increased to £1,300,000 divided into 20,000,000 ordinary shares of 5 pence each, 50,000 6% second cumulative preference shares of £1.00 each and 5,000,000 deferred ordinary shares of 5 pence each. As at the date of the registration of this minute 5,522,834 ordinary shares of 5 pence each and all the deferred ordinary shares of 5 pence each have been issued and are fully paid or credited as fully paid and none of the remainder of the ordinary shares of 5p each and none of the 6% second cumulative preferences shares of £1.00 each has been issued"

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

**BEFORE THE HONOURABLE
MR JUSTICE RIMER**

4 SEPTEMBER 2006

IN THE MATTER OF HARDYS & HANSONS P.L.C.

AND IN THE MATTER OF THE COMPANIES ACT 1985

ORDER

Pinsent Masons
1 Park Row
Leeds
LS1 5AB

Tel: +44 (0)113 244 5000
Fax: +44 (0)113 244 8000

Ref: JS/JQC/630534.07001

Solicitors for the Petitioner