

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek immediately your own personal financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all of your 9½ per cent. Debenture Stock due 2018 of Young & Co.'s Brewery, P.L.C. please send this document, and the accompanying form of proxy, at once to the purchaser or transferee of that stock or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, such documents should not be sent into any jurisdiction in which such an act would constitute a violation of the relevant laws of that jurisdiction.

YOUNG & CO.'S BREWERY, P.L.C.

Proposal for the redemption of its 9½ per cent. Debenture Stock due 2018 and notice of intention to accept certain offers of Stock

An explanatory letter from the Company giving details of the Proposal and the extraordinary resolution to implement it, and giving notice of the Company's intention to accept certain offers of Stock, is set out in this document.

Your attention is drawn to the Notice set out on pages 7 and 8 convening a meeting of Stockholders to be held at 11.00 a.m. on 16 May 2007 at the offices of JPMorgan Cazenove, 20 Moorgate, London, EC2R 6DA.

THE ACTION TO BE TAKEN BY STOCKHOLDERS IS SET OUT ON PAGES 5 AND 6. Please complete, sign or seal (as appropriate) the accompanying form of proxy in accordance with the instructions printed on it. It should then be returned to Computershare Investor Services PLC, PO Box 859, The Pavilions, Bridgwater Road, Bristol BS99 1XZ as soon as possible but in any event so as to be received by them no later than 11.00 a.m. on 14 May 2007. Completion and return of a form of proxy will not prevent a Stockholder from attending and voting at the Meeting in person, if desired.

In view of the quorum and voting requirements necessary to pass the Extraordinary Resolution (set out on page 4), it is important that you attend the Meeting either in person or by proxy.

Expected timetable

Latest time for receipt of forms of proxy	11.00 a.m. on 14 May 2007
Meeting	11.00 a.m. on 16 May 2007
<i>if the Extraordinary Resolution is passed...</i>	
Execution of the Third Supplemental Trust Deed	16 May 2007
Register of Stockholders closed	16 May 2007
Price calculated	11.00 a.m. on 17 May 2007
Stock redeemed, and CREST accounts credited or cheques posted	21 May 2007
<i>if the Extraordinary Resolution is not passed...</i>	
Price calculated	11.00 a.m. on 17 May 2007
Stock that has been offered for sale is purchased and cancelled, and relevant CREST accounts credited or cheques posted	21 May 2007

Definitions

The following definitions apply throughout this document other than in the wording of the proposed amendment to the Trust Deed set out on pages 3 and 4 (where the definitions within that wording or within the Trust Deed apply) and in the Notice of the Meeting on pages 7 and 8.

“Board”	the Company’s board of directors or a duly authorised committee of it
“Company”	Young & Co.’s Brewery, P.L.C.
"CREST"	the system for the paperless settlement of trades in securities and the holding of uncertified securities operated by CRESTCo
"CRESTCo"	CRESTCo Limited
“Extraordinary Resolution”	the resolution to be proposed at the Meeting as set out on page 7
“JPMorgan Cazenove”	JPMorgan Cazenove Limited
“Meeting”	the meeting of the Stockholders to be held at the offices of JPMorgan Cazenove, 20 Moorgate, London, EC2R 6DA
“Proposal”	the proposed redemption of the Stock on 21 May 2007 as described in this document
“Stock”	the Company’s 9½ per cent. Debenture Stock due 2018
“Stockholders”	registered holders of the Stock
"Third Supplemental Trust Deed"	the third supplemental trust deed, the form of which is to be laid before the Meeting
“Trust Deed”	the trust deed dated 28 April 1993 (a) as modified by a deed of release dated 22 August 1996 (b) as amended by a supplemental trust deed dated 23 August 1996 (c) as amended by a second supplemental trust deed dated 3 December 1998 and (d) as amended by a deed of release dated 27 March 2003, in all cases made between the Company, others and the Trustee
“Trustee”	The Law Debenture Trust Corporation p.l.c.

In this document words denoting the singular include the plural and vice versa (and this applies equally to the words given a particular meaning in the above table) and words denoting a gender include the other genders.

Young & Co.'s Brewery, P.L.C.

Christopher Sandland (*Chairman*)
Stephen Goodyear
Torquil Sligo-Young
Peter Whitehead
Patrick Dardis
Roy Summers
Nicholas Bryan

Registered office:
Riverside House
26 Osiers Road
Wandsworth
London SW18 1NH
Registered in England & Wales No. 32762

23 April 2007

To the holders of the Company's 9½ per cent. Debenture Stock due 2018

Dear Stockholder,

Proposal for the redemption of the Stock and notice of intention to accept certain offers of Stock

Today the Company announced that it would put forward a proposal to Stockholders for the redemption of the Stock and gave notice that it intends to accept certain offers of Stock should the proposal not be accepted. This document sets out the reason for, and further details of, this.

Reason for the Proposal

The Board wishes to reduce the amount of the Company's high-coupon debt otherwise than as set out in the early redemption provisions in the Trust Deed.

The Company has discussed this matter with holders representing approximately 58 per cent. of the Stock, who have indicated that it is their current intention to vote in favour of the Extraordinary Resolution and offer their Stock for sale as described below.

The Proposal

It is proposed that the Trust Deed be amended by inserting the following new condition 3A in the First Schedule to the Trust Deed. The effect of this will be to provide for the Company to redeem the Stock on 21 May 2007 (the "Date") at the price referred to in that clause which will be inclusive of interest accrued on the same up to and including the Date, subject to any deduction of tax required by law (the "Price"):

"Without prejudice to any other rights that the Company may have to redeem the New Stock and all Additional Stock before 14 September 2018, the Company shall redeem all (but not some only) of the New Stock and all (but not some only) of the Additional Stock for the time being outstanding on the third Business Day following the Approval Date (the "Redemption Date") at a price (the "Redemption Price") which shall be the higher of the following and shall be together with interest accrued on the same up to and including such date, subject to any deduction of tax required by law:

- (a) par; and
- (b) the price (as reported to the Company and the Trustee in writing by JPMorgan Cazenove Limited) expressed as a percentage and rounded to three decimal places, 0.0005 being rounded upwards, at which the Gross Redemption Yield on the New Stock and all the Additional Stock (on the date which is two Business Days prior to the Redemption Date) is equal to the Gross Redemption Yield at 11.00 a.m. (London time) on that date of 4 per cent. Treasury Stock 2016, plus 0.20%.

For these purposes, "Approval Date" means the date on which the Extraordinary Resolution set out in a notice to the Stockholders dated 23 April 2007 is passed, "Business Day" means any day on which banks are open for business in the City of London (excluding Saturday and Sunday) and the "Gross Redemption Yield" means the gross redemption yield expressed as a percentage and calculated on the basis indicated by the United Kingdom Debt Management Office in the paper "Formulae for calculating Gilt Prices from Yields" 3rd edition (16 March 2005) page 5 Section one: Price/Yield Formulae, "Conventional Gilts, Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date".

The Company shall effect the redemption by sending a cheque for the Redemption Price by first class post to Stockholders on the register when it closes (or, in the case of joint holders, to the first named holder at his registered address) (or to such address as the registered holder or all the joint registered holders may direct in writing), or (where relevant) by crediting such amount to a Stockholder's CREST account. Certificates for the Stock will automatically cease to be valid after the Redemption Date."

Intention to accept certain offers of Stock

As a separate matter, the Company will accept offers made by Stockholders to sell their Stock to it on the Date at the Price. By completing a form of proxy in favour of the Extraordinary Resolution, a Stockholder will automatically also offer his Stock for sale on this basis, whether or not the Extraordinary Resolution is passed.

Financial effect of the foregoing

The practical effect of the foregoing is that:

- (a) if the Extraordinary Resolution is passed, all the Stock will be redeemed pursuant to the amended terms of the Trust Deed (and the offers for sale will effectively be redundant); and
- (b) if the Extraordinary Resolution is not passed, the Stock offered for sale will be purchased and cancelled by the Company on the Date at the Price, but all Stock not offered for sale will remain outstanding.

The following table illustrates the financial effect of the foregoing:

Approximate mid-market price of £100 in principal amount of the Stock on 20 April 2007 (being the latest practicable date before the printing of this document) as extracted from the Daily Official List	£128.951
The "Price" (as defined above) of £100 in principal amount of the Stock based on the yield on the relevant gilt stock on 20 April 2007	£135.951

Source: JPMorgan Cazenove

Extraordinary Resolution

The Company has, by the Notice of Meeting set out on pages 7 and 8 of this document, convened the Meeting, at which the extraordinary resolution to approve the Proposal will be put to Stockholders for their consideration.

Under paragraph 15(6) of the Third Schedule to the Trust Deed, Stockholders have the power by extraordinary resolution to assent to any modification of the provisions contained in the Trust Deed or to which the Stock is subject and to authorise the Trustee to concur in and execute any deed embodying any such modification.

The Extraordinary Resolution will be passed if, upon a show of hands, a majority consisting of not less than three-fourths of the persons voting at the Meeting vote in favour or, if a poll is duly demanded, a majority consisting of not less than three-fourths of the votes given on such a poll are in favour. If passed, the Extraordinary Resolution will be binding upon all Stockholders whether or not they are present at the Meeting and whether or not they vote in favour.

In accordance with paragraph 3 of the Third Schedule to the Trust Deed, the quorum required for the Meeting is at least one person holding or representing by proxy one third in nominal amount of the Stock for the time being outstanding. No business (other than the choosing of a chairman) will be transacted at the Meeting unless the requisite quorum is present at the commencement of business. If within two minutes (or such longer time not exceeding 30 minutes as the chairman may decide) from the time appointed for the Meeting a quorum is not present, the Meeting will stand adjourned to such day (not being less than ten or more than 42 days thereafter), time and place as may be appointed by the chairman. At such adjourned meeting, one or more Stockholders present in person or by proxy (whatever the nominal amount of the Stock held by them) will form a quorum. At least seven days' notice, along with a notice of the revised quorum requirements, will be given to Stockholders if the Meeting is adjourned.

If the Extraordinary Resolution is passed the proposed amendment to the Trust Deed will take effect when the Trustee and the Company enter into the Third Supplemental Trust Deed, which is expected to occur immediately after the Meeting. The register of Stockholders will be closed at the close of business on the date of the Meeting; the register will not be re-opened and no transfer of Stock will be registered after its closure.

Payment

Payment for Stock redeemed pursuant to the amended terms of the Trust Deed or, as the case may be, for the Stock offered for sale as described above will be made in sterling as follows:

- *for Stockholders who hold their Stock in uncertificated form in CREST:* their CREST accounts will be credited on the Date; or
- *for Stockholders who hold their Stock in certificated form:* cheques will be posted by first class post on the Date to those Stockholders who are on the register when it closes (if the Extraordinary Resolution is passed) or who have offered their Stock for sale (if the Extraordinary Resolution is not passed) (or, in the case of joint holders, to the first-named holder) at their registered address (or to such address as the registered holder or all the joint registered holders may direct in writing). Cheques will be made payable to the registered holder or, in the case of joint registered holders, to the first-named holder (or to such person(s) as the registered holder or all the joint registered holders may direct in writing).

All documents and cheques sent by or to Stockholders will be sent at their own risk. If a Stockholder holds the Stock in certificated form, the relevant Stock certificate should accompany the form of proxy. If the Extraordinary Resolution is passed and the Stock redeemed pursuant to the terms of the amended Trust Deed, all Stock certificates will automatically cease to be valid after the Date and should be destroyed following receipt of payment.

Trustee

In accordance with normal practice, the Trustee expresses no opinion as to the merits of the Proposal (including the form of the Extraordinary Resolution), the terms of which were not negotiated by it. It has, however, authorised it to be stated that, on the basis of the information contained in this document (which it advises Stockholders to read carefully), (a) it has no objection to the form in which the Proposal (including the form of the Extraordinary Resolution) and the Notice of the Meeting are presented to Stockholders for their consideration; and (b) if the Extraordinary Resolution is passed, it will give any necessary assent as is required under the terms and conditions of the Stock and will enter into the Third Supplemental Trust Deed.

Taxation

If any Stockholder is in any doubt as to his tax position in relation to the Proposal or offer of Stock for sale, he should consult his own professional advisers.

Miscellaneous

The nominal value of the Stock outstanding as at the date of this document is £26,500,000.

None of the directors of the Company has a holding or beneficial interest in the Stock.

JPMorgan Cazenove, as adviser to the Company, has given and not withdrawn its written consent to the inclusion of the reference to its name in the form and context in which it appears in this document.

Copies of the following documents will be available for inspection at the offices of Bryan Cave, 33 Cannon Street, London, England EC4M 5TE during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document until 16 May 2007, or such later date as the Meeting and any adjournment of it is concluded, at the UKLA's Document Viewing Facility at The Financial Services Authority 25 The North Colonnade, Canary Wharf, London E14 5HS from 9.00am to 5.30pm on any weekday (Saturdays, Sundays and public holidays excepted) and at the Meeting (or any adjournment of it) for at least 15 minutes prior to and during the Meeting (or any adjournment of it):

- (a) the Trust Deed;
- (b) a draft (subject to modification) of the Third Supplemental Trust Deed which will be entered into if the Extraordinary Resolution is passed;
- (c) the letter containing the statement from the Trustee referred to above; and
- (d) JPMorgan Cazenove's consent letter as described above.

Action to be taken

All Stockholders are requested to complete and sign or seal (as appropriate) the accompanying form of proxy and then return it to Computershare Investor Services PLC, PO Box 859, The Pavilions, Bridgewater Road, Bristol BS99 1XZ as soon as possible but in any event **so as to be received by them no later than 11.00 a.m. on 14 May 2007**. Computershare Investor Services PLC are the registrars of the Company.

Completion and return of a form of proxy will not prevent a Stockholder from attending and voting at the Meeting in person if desired.

A Stockholder who is voting "For" the Extraordinary Resolution and whose Stock is held:

- *in certificated form:* should, as well as completing the form of proxy, enclose all Stock certificates relating to relevant Stock; or
- *in uncertificated form in CREST:* should, as well as completing the form of proxy, simultaneously send (or, in the case of CREST sponsored members, procure that their CREST sponsor sends) a TTE Instruction to CRESTCo, which must be properly authenticated in accordance with CRESTCo's specifications and contain the following information:
 - (1) the nominal amount of Stock to be transferred to an escrow balance;
 - (2) the Stockholder's member account ID;
 - (3) the Stockholder's participant ID, which must be the same as the participant account ID;
 - (4) the relevant corporate action ISIN number, being GB0009890137;
 - (5) the relevant participant ID, being 3RA17;
 - (6) the relevant member account ID, being YOUNGCO;
 - (7) the reference number. This is the reference number that appears at the bottom of the form of proxy. This reference number should be inserted in the first eight characters of the shared note field on the TTE Instruction. Such insertion will enable the TTE Instruction to be matched to the Stockholder's form of proxy;
 - (8) the intended settlement date, being 21 May 2007;
 - (9) the relevant corporate action number, which is allocated by CRESTCo and can be found by viewing the relevant corporate action details in CREST;
 - (10) the standard TTE instruction of priority 80; and
 - (11) a contact name and telephone number inserted in the shared note field.

Yours faithfully,

Anthony Schroeder
Company Secretary

NOTICE OF MEETING OF STOCKHOLDERS

Young & Co.'s Brewery, P.L.C.

NOTICE OF A MEETING of the holders of the 9½ per cent. Debenture Stock due 2018 (the "Stock") (the "Stockholders") of Young & Co.'s Brewery, P.L.C. (the "Company")

The Company hereby gives notice to the Stockholders that, pursuant to the provisions of the Third Schedule to the trust deed dated 28 April 1993 (as subsequently supplemented, modified and amended) (the "Trust Deed") constituting the Stock and made between the Company, others and The Law Debenture Trust Corporation p.l.c. as trustee for the Stockholders, a meeting of the Stockholders has been convened by the Company and will be held at the offices of JPMorgan Cazenove Limited, 20 Moorgate, London EC2R 6DA at 11.00 a.m. on 16 May 2007 (the "Meeting") for the purposes of considering and, if thought fit, passing the following resolution which will be proposed as an extraordinary resolution in accordance with the provisions of the Trust Deed:

EXTRAORDINARY RESOLUTION

"THAT this meeting of holders of the 9½ per cent. Debenture Stock due 2018 of Young & Co.'s Brewery, P.L.C. (the "Stock" and the "Company" respectively) constituted by the trust deed dated 28 April 1993 (as subsequently supplemented, modified and amended) (the "Trust Deed") made between the Company, others and The Law Debenture Trust Corporation p.l.c (the "Trustee") for the holders of the Stock (the "Stockholders") hereby:

- (1) sanctions and approves the proposal for the redemption (the "Redemption") of all (but not some only) of the Stock at the Price and on the Date as defined and described in the circular dated 23 April 2007 from the Company addressed to the Stockholders;
- (2) assents to the modification of the Trust Deed by way of a deed supplemental to the Trust Deed substantially in the form of the draft produced to the meeting and for the purpose of identification signed by the Chairman (the "Third Supplemental Trust Deed");
- (3) authorises, sanctions, directs, instructs and empowers the Trustee to concur in and execute the Third Supplemental Trust Deed with the Company in substantially the form of the draft produced to the meeting and for the purpose of identification signed by the Chairman (with any such additions or modifications, if any, as shall be agreed between the Company and the Trustee);
- (4) generally sanctions, empowers, instructs, authorises and directs the Trustee and the Company to concur in and execute and do all such other deeds, instruments, acts and things as may be necessary or desirable to carry out and give effect to this extraordinary resolution and the implementation of the Redemption (the "Ancillary Documents");
- (5) sanctions and approves each and every abrogation, modification, compromise or arrangement in respect of the rights of the Stockholders against the Company or any of its property involved in or proposed to be effected by the Redemption, the Third Supplemental Trust Deed, the Ancillary Documents and/or this extraordinary resolution and their implementation;
- (6) discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the Stock in respect of any act or omission in connection with the Redemption or this extraordinary resolution or its implementation; and
- (7) authorises, requests, directs and empowers the Trustee to take all such action as may be required to release and discharge with effect on the date specified for the Redemption the security granted over any and all assets secured in favour of the Trustee as security in respect of the Stock including, without limitation, executing and delivering to the Company such security release documents as may be reasonably required by the Company in connection with such release and discharge."

By order of the Board
Anthony Schroeder
Company Secretary

Registered office:
Riverside House
26 Osiers Road
Wandsworth
London SW18 1NH

Dated 23 April 2007

Notes:

- (1) A Stockholder entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and, on a poll, vote on his behalf. If the Stockholder is a corporation, its proxy may also vote on a show of hands. The Third Schedule to the Trust Deed provides that the person appointed as proxy need not be a Stockholder. A form of proxy is enclosed with this Notice for use at the Meeting.
- (2) To be valid, a form of proxy, duly completed, signed or sealed (as appropriate) and dated, together with any power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of such power or authority must be deposited with Computershare Investor Services PLC, PO Box 859, The Pavilions, Bridgwater Road, Bristol BS99 1XZ no later than 11.00 a.m. on 14 May 2007 or not less than 48 hours before the time of any adjourned meeting. All Stock certificates relating to relevant Stock held in certificated form should also be enclosed.
- (3) The instrument appointing a proxy must be in writing and (in the case of an individual) signed by the individual or his attorney duly authorised in writing or (in the case of a corporation) either executed under its common seal or signed on its behalf by a duly authorised officer or attorney of the corporation.
- (4) In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; for this purpose seniority shall be determined by the order in which the names stand in the register of Stockholders in respect of the joint holding.
- (5) Completion and return of a form of proxy will not prevent a Stockholder from attending and voting at the Meeting in person, if desired.
- (6) To pass the Extraordinary Resolution upon a show of hands, a majority consisting of not less than three-fourths of the persons voting at the Meeting must vote in favour. To pass it on a poll, a majority consisting of not less than three-fourths of the votes given on such a poll must be in favour.
- (7) In accordance with paragraph 3 of the Third Schedule to the Trust Deed, the quorum required for the Meeting is at least one person holding or representing by proxy one third in nominal amount of the Stock for the time being outstanding. No business (other than the choosing of a chairman) will be transacted at the Meeting unless the requisite quorum is present at the commencement of business. If within two minutes (or such longer time not exceeding 30 minutes as the chairman may decide) from the time appointed for the Meeting a quorum is not present, the Meeting will stand adjourned to such day (not being less than ten or more than 42 days thereafter), time and place as may be appointed by the chairman. At such adjourned meeting, one or more Stockholders present in person or by proxy (whatever the nominal amount of the Stock held by them) will form a quorum. At least seven days' notice, along with a notice of the revised quorum requirements, will be given to Stockholders if the Meeting is adjourned.