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CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
margin

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

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

* insert full name
of company

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

† delete as
appropriate

§ delete whichever
is inappropriate

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

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

For official use

Company number

[[[]]]

00025675

Name of company

* Bass Holdings Limited

I/We § See Continuation Sheet 1 attached

[~~the sole director~~] [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

The business of this company is:

- (a) ~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 9 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
(c) something other than the above§

This company is [~~the~~] [a] holding company of* Bass Ireland Limited

_____ which is

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

in [this company] [~~xx~~
~~xx~~ the holding company of this company.]†

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

Simmons & Simmons
21 Wilson Street
London
EC2M 2TX

For official Use
General Section



The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not
write in this
margin

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

The number and class of the shares acquired or to be acquired is: 8,466,920 ordinary shares in
the capital of this company

The assistance is to be given to: (note 2) Interbrew UK Holdings Limited, 14 Dominion
Street, London EC2M 2RJ

The assistance will take the form of:

See Continuation Sheet 2 attached

The person who [has acquired] ~~will acquire~~† the shares is:
Interbrew UK Holdings Limited

† delete as
appropriate

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

See Continuation Sheet 3 attached

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced
by giving it is Nil

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

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

Please do not
write in this
margin

The date on which the assistance is to be given is See Cont. sheet 4 attached

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

~~X~~/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of this company within 12 months of that date and X/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.*~~ (note 3)

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

And ~~X~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Brunel

Declarants to sign below

Cherine Bouffine
2. NOIRFAULSSE

Day Month Year
on

1	2	1	2	2	0	0	0
---	---	---	---	---	---	---	---

before me ANDREW CRATCHE BECKS

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

[Signature]
W. Baptist

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Continuation Sheet 1

Declaration in relation to assistance for the acquisition of shares

Continuation Sheet to Companies Form 155(6)b

Company No: 00025675

Name of Company: Bass Holdings Limited ("the Company")

We

Catherine Elisabeth Noirfalisie of

Rue de la Bryle 60/1
1390 Grez-Doiceau
Belgium

Will Andre Baptist of

Bruulstraat 131
Bierbeek 3360
Belgium

Paul Thomas of

Gladwin House
5 Victoria Crescent
Sherwood
Nottingham
NG5 4DA

John Napier of

Loxley
5 Ladywood
Four Oaks
Sutton Coldfield
B74 2SN

Continuation Sheet 2

Declaration by holding company in relation to assistance for the acquisition of shares

Continuation Sheet to Companies Form 155(6)(b)

Company No: 00025675

Name of Company: Bass Holdings Limited ("the Company")

The assistance will take the form of:

1. The execution, delivery and performance by the subsidiary company mentioned in this declaration (the "Subsidiary") of its obligations under a Guarantor Accession Memorandum (the "Guarantor Accession Memorandum") pursuant to which the Subsidiary accedes as a guarantor under a multicurrency credit agreement dated 10 June 2000 as amended, novated, supplemented or varied thereafter (the "Credit Agreement") and made between Interbrew UK Holdings Limited and others as borrowers, ABN AMRO Bank N.V. as arranger, agent and security agent, and the Banks (as defined therein) and others, pursuant to which the Banks granted to, inter alia, Interbrew UK Holdings Limited:
 - 1.1 a term loan facility in an aggregate amount of £348,000,000 ("Tranche C");
 - 1.2 a term loan facility in an aggregate amount of £550,000,000 ("Tranche D"); andin respect of which, Tranches C and D are made available in connection with Interbrew UK Holdings Limited's acquisition of all the shares in Bass Holdings Limited.
2. Pursuant to the terms of the Credit Agreement and the Guarantor Accession Memorandum, the Subsidiary agrees to secure Interbrew UK Holdings Limited's obligations to repay the loans advanced under tranches C and D by way of a guarantee and indemnity.
3. The Company grants a share charge over all share capital held by the Company in the Subsidiary.

Continuation Sheet 3

Declaration by holding company in relation to assistance for the acquisition of shares

Continuation Sheet to Companies Form 155(6)(b)

Company No: 00025675

Name of Company: Bass Holdings Limited ("the Company")

The principal terms on which assistance will be given are:

1. Under the Credit Agreement the Finance Parties have the benefit of a guarantee and indemnity from the subsidiary company mentioned in this declaration (the "Subsidiary") once the Subsidiary has acceded to the Credit Agreement), the principal terms of which are:
 - 1.1 the Subsidiary irrevocably and unconditionally guarantees to each Finance Party the due and punctual observance and performance of all the terms, conditions and covenants on the part of the members of the UK Newco Group contained in any of the Facility Documents and agrees to pay from time to time on demand any and every sum or sums of money which members of the UK Newco Group are at any time liable to pay to any Finance Party under or pursuant to the Facility Documents (or any of them) and which has become due and payable but has not been paid at the time such demand is made;
 - 1.2 the Subsidiary irrevocably and unconditionally agrees as a primary obligation to indemnify each Finance Party from time to time on demand from and against any loss incurred by any Finance Party as a result of any of the obligations of members of the UK Newco Group under or pursuant to any of the Facility Documents being or becoming void, voidable, unenforceable or ineffective as against such member of the UK Newco Group for any reason whatsoever, whether or not known to any Finance Party or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from the relevant member of the UK Newco Group.
 - 1.3 Terms defined in the Credit Agreement shall, unless otherwise defined herein, have the same meaning herein.
2. Under the Credit Agreement, if an Event of Default has occurred and is occurring each Bank and each Fronting Bank has the benefit of rights of set-off against the Subsidiary.
3. Under the Credit Agreement, the Company has agreed to enter into a security agreement charging the share capital it holds in the Subsidiary, the principal terms of which are:
 - 3.1 The Company charges the Charged Portfolio with full title guarantee and by way of first fixed charge in favour of the Security Agent for the payment and discharge of all of the Secured Obligations.
 - 3.2 The Company shall deposit (or procure there to be deposited) with the Security Agent all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Company) in respect of the Shares.
 - 3.3 The Company shall, promptly upon accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which the Company has a beneficial interest, procure the delivery to the Security Agent of (a) all certificates and other documents of title representing such Related Assets and (b) such stock transfer forms or

other instruments of transfer (executed in blank by or on behalf of the Company) in respect of those Related Assets as the Security Agent may request.

- 3.4 Except with the Security Agent's prior written consent, the Company shall not: (i) assign or dispose of all or any part of the Charged Portfolio or (ii) create, grant or permit to exist a) any security interest over or b) any restriction on the ability to transfer or realise, all or any part of the Charged Portfolio. The Company shall promptly upon specification by the Security Agent, execute all documents (including transfers) and do all things (including the delivery, transfer, assignment or payment of all or part of the Charged Portfolio to the Security Agent or its nominee(s)) that the Security Agent may reasonably specify for the purpose of (a) exercising the Collateral Rights or (b) securing and perfecting its security over or title to all or any part of the Charged Portfolio. The Company shall upon demand from the Security Agent, at any time after the occurrence of an Event of Default which is continuing, a) procure the transfer of the Charged Portfolio into the name of the Security Agent or its nominee(s), agents or other purchasers as it shall direct and b) execute all document and do all other things that the Security Agent may require to facilitate the realisation of the Charged Portfolio.

"Charged Portfolio" means the Shares and the Related Assets.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by the Share Pledge Agreement.

"Related Assets" means all dividends and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"Secured Obligations" means all obligations owing to the Secured Parties or to the security agent (whether for its own account or as trustee for the Secured Parties) by the Chargor under or pursuant to the Facility Agreement, whether present or future, actual or contingent (and whether incurred by the Company alone or jointly, and whether as principal or surety or in some other capacity). The Secured Obligations will therefore include the Company's guarantee and indemnity obligations described in paragraph 1 of this continuation sheet.

"Secured Parties" means the Finance Parties as defined in the Credit Agreement.

"Shares" means all of the shares in the share capital of the Subsidiary and held by, to the order, or on behalf of the Company at any time.

Continuation Sheet 4

Declaration in relation to assistance for the acquisition of shares

Continuation Sheet to Companies Form 155(6)

Company No: 00025675

Name of Company: Bass Holdings Limited ("the Company")

The date on which the financial assistance is to be given will be a date within the period of eight weeks commencing on the date of this declaration.



KPMG Audit Plc

8 Salisbury Square
London
EC4Y 8BB
United Kingdom

Tel +44 (0) 21 7311 1000
Fax +44 (0) 21 7311 3311

The Directors
Bass Holdings Limited
137 High Street
Burton Upon Trent
DE14 1JZ

Our ref rpm/3/jr/mb254_dec

Contact Joe Roxburgh
0121 232 3038

12 December 2000

Dear Sirs

Auditors' report to the directors of Bass Holdings Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 12 December 2000 in connection with the proposal that Bass Ireland Limited, of which this company is a holding company, should give financial assistance for the purchase of the whole of this company's ordinary shares. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc

KPMG Audit Plc
Registered Auditors



KPMG Audit Plc, a company
incorporated under the UK Companies
Acts, is a member of KPMG
International, a Swiss association

KPMG Audit Plc is
registered to carry on audit
work by the Institute of
Chartered Accountants in

England and Wales.
Registered in England
No 3110745

Registered office
8 Salisbury Square
London EC4Y 8BB