



Company Number 26018

**BASS BREWERS LIMITED**

**WRITTEN RESOLUTIONS**

We, the undersigned, being the sole member of the Company who (at the date of these Written Resolutions) is entitled to attend and vote at a General Meeting of the Company, hereby agree to the following Resolutions (which would otherwise be required to be passed, in the case of Resolution 1 as a Special Resolution and in the case of Resolutions 2, 3, 4 and 5 as Ordinary Resolutions):-

1. Alteration to Articles of Association

That the amendments to the Articles of Association of the Company noted in and the additional regulations contained in the document attached hereto and for the purpose of identification signed by us be and the same are hereby respectively approved and adopted.

2. Creation of new Ordinary Shares of US\$0.01 each

That the authorised share capital be increased by US\$1.00 by the creation of 100 new Ordinary Shares of US\$0.01 each in the capital of the Company having the rights and being subject to the restrictions set out in the Articles of Association as amended by Resolution 1 above.

3. Bonus issue

That the Directors be and they are hereby authorised in accordance with regulation 110 of Table A of the Companies Act 1985 ("the "Act") to appropriate the sterling equivalent (determined by the Directors) of US\$1.00 for distribution to the holders of Ordinary Shares of £1 each in the capital of the Company on the Register of Members as at the date of this Resolution in proportion to the number of issued Ordinary Shares of £1 each then held by such holders respectively and to apply such sum on behalf of such shareholders by way of bonus issue in paying up in full all of the 100 new Ordinary Shares of US\$0.01 each in the capital of the Company, such shares to be allotted and issued, credited as fully paid up, to and amongst such shareholders in the number of one new Ordinary Share of US\$0.01 for every 17,216 existing Ordinary Shares of £1 each so held by them respectively on such date provided that this authority shall be conditional upon the passing of the following Resolution and shall expire on 31 December 1996.

4. Allotment authority

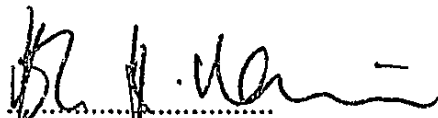
That the Directors be and they are hereby generally and unconditionally authorised, in accordance with section 80 of the Act, to exercise all the powers of the Company to allot

relevant securities (as defined in sub-section (2) of the said section 80) of the Company up to an aggregate nominal amount of US\$1.00 provided that this authority shall expire on the fifth anniversary hereof save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired. This authority shall be in addition to all previous authorities conferred upon the Directors pursuant to the said section 80.

5. Reclassification and variation of rights attaching to the existing Ordinary Shares

That, subject to the Directors issuing 100 new Ordinary Shares of US\$0.01 pursuant to Resolutions 3 and 4, the existing Ordinary Shares of £1 each in the capital of the Company be and are hereby re-classified as Deferred Shares of £1 each having the rights and being subject to the restrictions attributed to that class of shares in the Articles of Association as amended pursuant to Resolution 1 above and that the rights and restrictions of the Ordinary Shares of £1 each immediately prior to the passing of this Written Resolution be and are hereby cancelled and extinguished.

24<sup>th</sup> August 1996



Duly signed for and on behalf of  
Bass Holdings Limited

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THIS IS THE ANNEXURE REFERRED TO IN THE WRITTEN  
RESOLUTIONS OF THE MEMBERS OF BASS BREWERS LIMITED  
DATED 24<sup>th</sup> AUGUST 1996

AMENDMENTS TO THE EXISTING ARTICLES OF ASSOCIATION  
OF BASS BREWERS LIMITED

1. The following new Articles will be inserted as Articles 5.2 and Article 5.3 after Article 5.1:-
  - "5.2 A holder of Ordinary Shares of US \$0.01 each ("Dollar Ordinary Shares") may not:
    - (i) pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber its legal or beneficial interest in any Dollar Ordinary Shares or permit any of such things to be done or agree to do any of such things or permit any such pledge, mortgage or encumbrance to subsist; or
    - (ii) save as provided in Article 5.3, sell, transfer, assign or otherwise dispose of or grant options over any of such Dollar Ordinary Shares (or any interest therein) or agree to any of such things or permit any such options to exist.
  - 5.3 Nothing in this Article 5 shall preclude or be deemed to preclude a holder of Dollar Ordinary Shares from transferring all or any part of its Dollar Ordinary Shares at any price or upon any terms to Bass PLC or any Associated Company of Bass PLC (or any such Associated Company transferring the same to another such Associated Company). For these purposes "Associated Company" means in relation to any company, any other company:-
    - (a) which is its subsidiary; or
    - (b) of which it is the subsidiary or any other subsidiary of such company;and for this purpose "subsidiary" shall have the meaning ascribed to it in section 736 of the Companies Act 1985.
2. The following new Articles 19 to 23 inclusive shall be inserted after Article 18:-
  - "19 SHARE WARRANTS TO BEARER.
  - 19.1 Subject to the provisions hereinafter contained the Company may issue Share

Warrants with respect to any shares which are fully paid up upon a request in writing by the person registered as the holder of such shares. The request shall be in such form as the Directors shall from time to time treat as appropriate.

- 19.2 Before the issue of a Share Warrant, the Share Certificate (if any) for the shares intended to be represented by the share warrant shall be delivered up to the Directors.
- 19.3 Share Warrants shall be issued under the seal or, if the Directors so resolve, in such other manner having the same effect as if issued under the seal, and shall state that the bearer is entitled to the shares therein specified.
- 19.4 The bearer for the time being of a Share Warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the Register of Members as the holder of the shares specified in such Share Warrant.
- 19.5 The shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and subject as provided in Article 28 the provisions in these Articles with respect to the transfer and transmission of and to the lien of the Company on shares shall not apply to shares so included.
- 19.6 Subject to Article 23.3 no person shall as bearer of a Share Warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a Member at any general meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a meeting, or to sign any written resolution of the Company unless at least three days (or such lesser period as the Directors shall specify) before the day appointed for the meeting, in the first case, and unless before the requisition or notice is left at the registered office, in the second case, or before he signs the written resolution, in the third case, he shall have deposited the Share Warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the Directors appoint, together with a statement in writing of his name and address, and if so deposited the Share Warrant shall remain so deposited until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed.

Not more than one name shall be received as that of the holder of a Share Warrant.

- 19.7 There shall be delivered to the person so depositing a Share Warrant a certificate stating his name and address and describing the shares represented by the Share Warrant so deposited by him and such certificate shall entitle him, or his proxy duly appointed to attend and vote at any general meeting or to sign any written resolution in the same way as if he (or such person) were the registered holder of the shares specified in the certificate. Upon delivery up of the said certificate to the

Company, the Share Warrant in respect whereof it shall have been given shall be returned if deposited with the Company.

- 19.8 No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a Member (save as hereinbefore expressly provided in respect of general meetings) without producing such Share Warrant and stating his name and address, and (if and when the Directors so require) permitting an endorsement to be made (or procuring to the reasonable satisfaction of the Directors that such endorsement be made) thereon of the fact, date, purpose and consequence of its production.
- 19.9 The Directors may from time to time, as they think fit provide for the issue to the bearers for the time being of Share Warrants (or to such person and for so long as such bearer may direct from time to time in writing) at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) of coupons payable to bearer providing for the payment of the dividends upon and in respect of the shares represented by the Share Warrants. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.
- 19.10 Upon any dividend being declared to be payable upon the shares specified in any Share Warrant, the Directors shall give notice to the holder of the Share Warrant at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) stating the date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive upon so delivering it up as the Directors shall from time to time direct the dividend payable on the shares specified in the Share Warrant to which the said coupon shall belong, according to the notice which shall have been so given.
- 19.11 The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment of such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- 19.12 If any Share Warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon is lost, stolen or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being

given to the Company as they shall think adequate, issue a new one in its place. In the case of loss or destruction the bearer to whom such new Share Warrant or coupon is issued shall also bear and pay to the Company all reasonable expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.

- 19.13 If the bearer of any Share Warrant other than a bearer to whom the Share Warrant has been delivered in breach of Article 28 shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a declaration in writing, signed by him, in such form and authenticated in such manner as the Directors shall from time to time direct, requesting to be registered as a Member in respect of the shares specified in such Share Warrant, and stating in such declaration his name and address, he shall be entitled to have his name entered as a registered Member in respect of the shares specified in the Share Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the Register of Members upon the surrender of a Share Warrant the name of any person not the true and lawful owner of the Share Warrant surrendered.
- 19.14 Regulation 5 of Table A shall be read and construed as if at the end of such Regulation there were added the words "or, in the case of a Share Warrant, in the bearer of the Share Warrant for the time being".
- 19.15 Regulation 29 of Table A shall be read and construed as if the word "registered" appeared before the word "member" in the first line of such Regulation.
- 19.16 Regulation 30 of Table A shall be read and construed as if the word "registered" appeared before the word "share" in the first line of such Regulation.
- 20 A notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.
- 21 The Directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.
- 22 Any notice required to be given by the Company to the Members, or any of them, and not expressly provided for by these Articles, or any notice which cannot be

served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

23     Deferred Shares

- 23.1     Save as provided in paragraph 23.2 below, for so long as there are Ordinary Shares of US\$0.01 in issue, the holders of the Ordinary Shares of £1 each in the capital of the Company (the "Deferred Shares") shall not be entitled to any participation in the profits or the assets of the Company.
- 23.2     The holders of Deferred Shares shall only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received on a return of assets on liquidation or otherwise the sum of £100 million in respect of each share (other than Deferred Shares) held by them.
- 23.3     None of the Deferred Shares shall carry any right to receive notice of or attend and vote at any general meeting of the Company.
- 23.4     Notwithstanding any other provision of these Articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1 which shall be applied for the benefit of the Company."