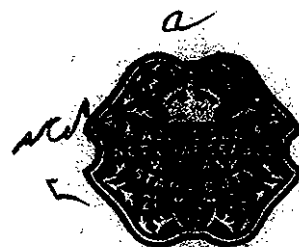




LOEFF CLAEYS VERBEKE



ED1 *E06ZJ00Q* 392
COMPANIES HOUSE 30/10/48



JL/981.3993/pt
IDV/Atlantic/Selviac/transfer
Doc C.10

TRANSFER OF REGISTERED SHARES IN SELVIAC NEDERLAND B.V.

On this twenty-eighth day of September nineteen hundred and ninety-eight appeared before me, Johan Leopold Frank Bakker, civil law notary, officiating in Amsterdam:

Margaretha Catharina Theodora Maria Gerichhausen, managing director, residing at 2102 XH Heemstede, Mozartkade 3, born at Huissen on the nineteenth day of January nineteen hundred and fifty-eight, married, identified by her passport with number No6054928, in this respect acting as authorized representative of: —

1. **Grand Metropolitan International Holdings Limited**, a private limited liability company under the laws of England and Wales, having its official seat in London (United Kingdom), maintaining its principal place of business at 8 Henrietta Place, London W1M 9AG (United Kingdom),
hereinafter referred to as: the "Seller";
2. **St. James's Gate Holdings Limited**, a private limited liability company under the laws of England and Wales, having its official seat in London (United Kingdom), maintaining its principal place of business at 8 Henrietta Place, London W1M 9AG (United Kingdom);
hereinafter referred to as: the "Buyer"; and
3. **Selviac Nederland B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its official seat in Amsterdam, maintaining its principal place of business at 1014 BA Amsterdam, Kabelweg 37 (the Netherlands),
hereinafter referred to as: the "Company".

The authorization of the appearer is evidenced by three Powers of Attorney, a photocopy of which will be attached to this deed. Adequate proof of the existence of the Powers of Attorney has been presented to me, civil law notary.



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THE APPEARER HAS DECLARED THAT THE SELLER AND THE BUYER HAVE AGREED AS FOLLOWS: _____

WHEREAS: _____

- on this twenty-eighth day of September nineteen hundred and ninety-eight (interalia) the Seller and the Buyer entered into an agreement regarding the issuance of shares in the capital of the Buyer to the Seller against a contribution in kind of seven hundred fifty-eight thousand one hundred and thirty (758,130) shares in the Company, each with a par value of one thousand Dutch Guilders (NLG 1,000), the numbers 1 up to and including 758,130, hereinafter referred to as: the "Shares", by the Seller to the Buyer, hereinafter referred to as: the "Agreement". A photocopy of the Agreement will be attached to this deed; _____
- for the execution of the Agreement, the Seller shall hereby transfer the Shares to the Buyer, such subject to the provisions set out in the Agreement and this deed. _____

Transfer. _____

Article 1. _____

The Seller hereby transfers to the Buyer, who hereby accepts from the Seller: the Shares. _____

Declaration. _____

Article 2. _____

The Seller declares that it has acquired the Shares as follows: _____

- partly as far as seven hundred fifty-five thousand six hundred and one (755,601) shares are concerned pursuant to a notarial deed of transfer of shares, executed before me, civil law notary, on the twenty-ninth day of September nineteen hundred and ninety-five; and _____
- partly as far as two thousand five hundred and twenty-nine (2,529) shares are concerned pursuant to a notarial deed of issuance of shares, executed before me, civil law notary, on the twenty-ninth day of May nineteen hundred and ninety-eight. _____

Blocking clause. _____

Article 3. _____

The provision of the blocking clause (offering clause) as referred to in article 8 of the Company's articles of association is of no effect, since the only co-shareholder of the Seller and the Buyer in the capital of the Company has granted its approval as meant in article 8 paragraph 1 of the Company's articles of association for the subject transfer of the Shares, so that the offering of the Shares to the co-shareholders can be omitted and that the Seller can freely transfer the Shares to the Buyer. A copy of the written approval of the sole co-shareholder shall be attached to this deed. _____



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Rescission. _____

Article 4. _____

The Seller and the Buyer waive the right to rescind this agreement or to demand rescission thereof. _____

FINALLY, THE APPEARER DECLARED IN THE NAME OF THE COMPANY that it acknowledges the above-mentioned transfer of the Shares and that it shall register the same in the Company's shareholders' register. _____

The appearer is known to me, civil law notary. _____

THIS DEED, —

drawn up to be kept in the civil law notary's custody was executed in Amsterdam on the date first above written. _____

Before reading out, a concise summary of the contents of this instrument was given to the appearer. She then declared that she had noted the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the appearer and by me, civil law notary at one hour and eight minutes p.m. _____

(W.s.: M.C.T.M. Gerichhausen, J.L.F. Bakker) _____

ISSUED FOR TRUE COPY

NAB
a

Assignment and Cross-Receipt

Pursuant to the Intra-Group Share Purchase Agreement dated 28th September, 1998 (the "Agreement") and made between Grand Metropolitan International Holdings Limited (the "Transferor") and St. James's Gate Holdings Limited (the "Transferee"):

- (a) the Transferor hereby sells, assigns and transfers unto the Transferee all of the issued and outstanding capital stock of Grand Metropolitan Incorporated (the "Company") standing in the name of the Transferor on the books of the Company;
- (b) the Transferor hereby irrevocably constitutes and appoints the Transferee as its attorney to transfer said stock on the books of the Company with full power of substitution in the premises; and
- (c) the Transferor hereby acknowledges that the Transferor has received from the Transferee the consideration payable to the Transferor as contemplated by the Agreement.



Unless otherwise defined herein, terms used herein shall have the meanings set forth in the Agreement. This Assignment and Cross-Receipt may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

Dated: 28th September, 1998

Time: 10.00 am

Signed for and on behalf of
Grand Metropolitan International Holdings Limited

.....
Director

Signed for and on behalf of
St. James's Gate Holdings Limited

.....
Director