



**QIB Certification Form**

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**Client:** SUN Interbrew Limited

**DR number:** 80000000022

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**Administrator:** Ludmila Leliavskaia

**Region:** EEMEA

<b>DR Type:</b> 144A
<b>DR Description:</b> SUN INTERBREW CLASS A - 144A
<b>CUSIP:</b> 86677C104
<b>ISIN:</b> US86677C1045
<b>Underlying ISIN:</b> GB0057139940

## SCHEDULE 4

Part A

"A"

### Certificate and Agreement of Acquirors of Rule 144A GDRs upon Deposit of Shares in the Rule 144A Facility pursuant to Condition 1 and Clause 3(C) of the Deposit Agreement

[Date]

The Bank of New York, as Depositary  
101 Barclay Street  
New York, New York 10286

Dear Sirs

#### SUN INTERBREW LIMITED

Reference is hereby made to the Deposit Agreement dated 24 June 1999 (the "**Deposit Agreement**"), between Sun Interbrew Limited (the "**Company**") and The Bank of New York, as Depositary with respect to Rule 144A Global Depositary Receipts ("**Rule 144A GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Rule 144A Shares in the Rule 144A Facility under the Deposit Agreement and issuance of Rule 144A GDRs pursuant to Condition 1 and Clause 3(C) of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Rule 144A GDRs and the Rule 144A Shares represented thereby have not been and will not be registered under the United States Securities Act 1933, as amended (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
  - (a) We are (or it is) a qualified institutional buyer (within the meaning of Rule 144A under the Act) and at the time of issue of the Rule 144A GDRs referred to above, we (or it) (or one or more qualified institutional buyers for whose account we are acting) will be the beneficial owner of such Rule 144A GDRs.

OR

- (b) We are (or it is) a broker-dealer acting for the account of a customer, such customer has confirmed to us (or it) that it is a qualified institutional buyer (within the meaning of Rule 144A under the Act) and either (i) at the time of issuance of the Rule 144A GDRs referred to above, it will be the beneficial

owner of such Rule 144A GDRs, or (ii) it is acting for the account of a qualified institutional buyer that, at the time of issuance of the Rule 144A GDRs referred to above, will be the beneficial owner of such Rule 144A GDRs.

4. We agree (or if we are acting for the account of another person, such person has confirmed to us that it agrees) that we (or it) will not offer, sell, pledge or otherwise transfer the Rule 144A GDRs or the Rule 144A Shares represented thereby except (a) to a person whom we and anyone acting on our behalf reasonably believe (or it and anyone acting on its behalf reasonably believe) is a qualified institutional buyer ("QIB") within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 under Regulation S under the Act or (c) pursuant to an exemption from registration provided by Rule 144 under the Act (if available), in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title: ]

**Part B**  
**Certificate and Agreement of Person Receiving Deposited Property Upon Withdrawal In  
Relation To The Rule 144A GDRs Pursuant To Condition 1 and Clause 3(E) of the Deposit  
Agreement**

[Date]

The Bank of New York, as Depositary  
101 Barclay Street  
New York, New York 10286

Dear Sirs

**SUN INTERBREW LIMITED**

Reference is hereby made to the Deposit Agreement dated 24 June 1999 (the "**Deposit Agreement**"), between Sun Interbrew Limited (the "**Company**") and The Bank of New York, as Depositary with respect to Rule 144A Global Depositary Receipts ("**Rule 144A GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. We are surrendering a Rule 144A GDR or Rule 144A GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such Rule 144A GDRs (the "**Shares**") pursuant to Condition 1 and Clause 3(E) of represented by the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed that it acknowledges) that the Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
  - (a) we are (or it is) a qualified institutional buyer (within the meaning of Rule 144A under the Act) acting for our (or its) own account or for the account of one or more qualified institutional buyers and either:
    - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A GDRs or the Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Rule 144A GDRs; or
    - (ii) we have (or it has) withdrawn or otherwise transferred or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A GDRs or the Shares to

another qualified institutional buyer in a transaction meeting the requirements of Rule 144A under the Act and we are (or it is) or prior to such sale we were (or it was) the beneficial owner of the Rule 144A GDRs; or

- (iii) We (or it) will be the beneficial owner of the Shares upon withdrawal and accordingly, we agree (or if we are acting for the account of one or more qualified institutional buyers, each such qualified institutional buyer has confirmed to us that it agrees) that (x) we (or it) will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom we or anyone acting on our behalf reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer ("QIB") within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, (B) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act or (C) pursuant to an exemption from registration provided by Rule 144 under the Act (if available), in each case in accordance with any applicable securities laws of any state or other jurisdiction in the United States, and (y) we (or it) will not deposit or cause to be deposited such Shares into any unrestricted depositary receipt facility in respect of Shares established or maintained by a depositary bank (including any such facility maintained by the Depositary), other than a Rule 144A restricted depositary receipt facility so long as Shares are "restricted securities" within the meaning of Rule 144(a)(3) under the Act,

OR

- (b) we are located outside the United States (within the meaning of Regulation S under the Act); we acquired or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the Rule 144A GDRs or the Shares outside the United States (within the meaning of Regulation S); and we are, or upon acquisition thereof will be, the beneficial owner of the Rule 144A GDRs or Shares.
4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representatives contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii).

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title: ]

## EXHIBIT A

### Deed Poll

THIS DEED POLL is made on [ ] 1999 by Sun Interbrew Limited, a company incorporated in Jersey with its Head Office at [ ] (the "**Company**") in favour of Holders, owners of GDRs and prospective purchasers (each term as defined below).

#### WHEREAS:

- (A) The Company has entered into a Deposit Agreement dated [ ] 1999 with The Bank of New York (the "**Depositary**") relating to Class A Shares of the Company in respect of which Global Depositary Receipts have been issued (such agreement, as amended or varied, being hereinafter referred to as the "**Deposit Agreement**").
- (B) The Company, in order to ensure compliance with Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**") in connection with resales of its Shares and the GDRs representing such Shares intends to comply with the information delivery requirements of Rule 144A(d)(4) under the Securities Act.
- (C) The Company further intends to allow Holders to enforce certain specified obligations of the Company under the Deposit Agreement as if they were originally parties to the Deposit Agreement (**extended Deed Poll clause**).

NOW THIS DEED WITNESSETH AS FOLLOWS and is made by way of deed poll:

1. The following expressions shall have the following meanings:

"**Cedelbank**" means Cedelbank, société anonyme incorporated under the laws of the Grand Duchy of Luxembourg;

"**DTC**" means The Depository Trust Company;

"**Euroclear**" means Morgan Guaranty Trust Company of New York, Brussels Office, as operator of the Euroclear System;

"**GDRs**" means the registered Global Depositary Receipts issued under the Deposit Agreement which are from time to time outstanding and (except for where the context indicates otherwise) includes the Master GDRs issued pursuant to the Deposit Agreement;

"**Holder**" means the person recorded in the Register as a holder for the time being of a GDR;

"**Master GDR**" means either of the Regulation S Master GDR or the Rule 144A Master GDR, and "**Master GDRs**" means both of them;

"**Regulation S Master GDR**" means the Regulation S Master GDR comprised of the document issued substantially in the form set out in Part 1 of Schedule 2 of the Deposit Agreement and registered in the name of a nominee for Euroclear and Cedelbank, as

the same may be amended from time to time pursuant to the terms of the Deposit Agreement;

**"Rule 144A Master GDR"** means the Rule 144A Master GDR issued substantially in the form set out in Part II of Schedule 2 to the Deposit Agreement, as the same may be amended from time to time pursuant to the Deposit Agreement;

**"owner of GDRs"** means, in respect of any GDRs represented by (i) the Regulation S Master GDR, such person whose name appears in the records of Euroclear or Cedelbank or (ii) the Rule 144A Master GDR, such person whose name appears in the records of DTC, in each case, as the owner of a particular amount of GDRs, and in respect of any other GDR, the Holder thereof;

**"prospective purchaser"** means a prospective purchaser of a GDR or interest therein designated as such a Holder or a beneficial owner of GDRs;

**"Register"** means the register of Holders referred to in Clause 2(B) of the Deposit Agreement; and

**"Shares"** means fully paid registered Class A shares of the Company each having a par value of 1p per share and other Deposited Property (as defined in the Deposit Agreement) comprising securities.

2. The Company hereby undertakes that so long as any of the GDRs or the Shares remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the United States Securities Act of 1933, if at any time the Company is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from such reporting requirements by complying with the information furnishing requirements of Rule 12g3-2(b) thereunder, it will make available to any Holder or beneficial owner of GDRs or to any holder of Shares represented by GDRs or any prospective purchasers designated by such Holder, beneficial owner, or holder, upon the request of such Holder, beneficial owner, holder or prospective purchaser, as the case may be, all such information in the English language, from time to time required to be provided pursuant to Rule 144A(d)(4) under the Securities Act to permit compliance with Rule 144A in connection with resales of GDRs representing Shares or interests therein in reliance on Rule 144A under the Securities Act and otherwise will comply with the requirements of Rule 144A(d)(4) under the Securities Act.
3. The Company agrees that, if the Company fails to perform any obligation imposed upon it by the provisions of Clauses 2(F), 7 or 8(D) of the Deposit Agreement, any Holder may enforce the relevant provisions of the Deposit Agreement as if it were a party to the Deposit Agreement and was the "Depositary" in respect of that number of Deposited Shares (as defined in the Deposit Agreement) to which the GDRs of which he is a Holder relate. The Company further undertakes to indemnify the Holder for any loss arising from or incurred in connection with or otherwise relating to the enforcement by such Holder of any such provisions.

4. This Deed Poll shall be governed by and construed in accordance with the laws of England.
5. The courts of England and the courts of New York State or any United States Federal Court sitting in the Borough of Manhattan, New York City are to have jurisdiction to settle any disputes (each a "**Dispute**") which may arise out of or in connection with this Deed Poll and accordingly any legal action or proceedings arising out of or in connection with this Deed Poll ("**Proceedings**") may be brought in such courts. The Company irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of the Holders and shall not limit the right of the Holders to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
6. The Company irrevocably appoints Norose Notices Limited, with offices at Kempson House, Camomile Street, London EC3A 7AN (attention: Director of Administration) as its agent in England to receive service of process in any Proceedings in England and CT Corporation with offices at 1633 Broadway, New York, New York 10019 as its agent in New York to receive service of any process in any Proceedings in New York. If for any reason the Company does not have such an agent in England or New York, as the case may be, it will promptly appoint a substitute process agent and notify the Holders and the Depository of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.
7. Notwithstanding any other provision of this Agreement, the Company agrees that the Holders may elect, by notice in writing to the Company, that the Dispute be resolved by arbitration and not litigation.
8. The Company agrees that:
  - (v) The number of arbitrators shall be three;
  - (vi) The place of the arbitration shall be London;
  - (vii) The language to be used in the arbitration proceedings shall be English; and
  - (viii) The decision and award of the arbitration shall be final.
9. If any Dispute raises issues which are substantially the same as or connected with issues raised in a Dispute which has already been referred to arbitration (an "**Existing Dispute**"), or arises out of substantially the same facts as are the subject of an Existing Dispute (in either case a "**Related Dispute**"), the arbitrators appointed or to be appointed in respect of any such Existing Dispute shall also be appointed as the Arbitrators in respect of any Related Dispute.



10. The arbitrators, upon the request of one of the parties to a Dispute or any of the Holders or the Company which itself wishes to be joined in any reference to arbitration proceedings in relation to a Dispute, may join any party to any reference to arbitration proceedings in relation to that Dispute and may make a single, final award determining all Disputes between them. The Company hereby consents to be joined to any reference to arbitration proceedings in relation to any dispute at the request of a party to that Dispute.
11. Where, pursuant to the above provisions, the same arbitrators have been appointed in relation to two or more Disputes, the arbitrators may, with the agreement of all the parties concerned or upon the application of one of the parties, being a party to each of the Disputes, order that the whole or part of the matters at issue shall be heard together upon such terms or conditions as the arbitrators think fit. The arbitrators shall have power to make such directions and any provisional, interim or partial awards as they consider just and desirable.
12. The parties hereby agree to waive any right of appeal to any court of law or other judicial authority insofar as such waiver may be validly made.

**EXECUTED** as a deed under seal by

**SUN INTERBREW LIMITED**

acting by:

Print Name:

in the presence of:

Print Witness Name:

Witness Address:

Witness Occupation: