



ANHEUSER-BUSCH INBEV SA/NV

*(a Belgian public limited liability company
with registered office at Grand-Place/Grote Markt 1, 1000 Brussels, Belgium)*

as Issuer on the basis set out below

€40,000,000,000

Euro Medium Term Note Programme

unconditionally and irrevocably guaranteed by

ANHEUSER-BUSCH COMPANIES, LLC

*(a limited liability company incorporated in the State of Delaware
with registered office at 1209 Orange Street, Wilmington, Delaware 19801 United States of America)*

ANHEUSER-BUSCH INBEV FINANCE INC.

*(a company incorporated in the State of Delaware
with registered office at 1209 Orange Street, Wilmington, Delaware 19801 United States of America)*

ANHEUSER-BUSCH INBEV WORLDWIDE INC.

*(a company incorporated in the State of Delaware
with registered office at 1209 Orange Street, Wilmington, Delaware 19801 United States of America)*

BRANDBEV S.À R.L.

*(a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg
with registered office at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg,
registered with the Luxembourg Register of Commerce and Companies under number B 80.984)*

BRANDBREW S.A.

*(a société anonyme under the laws of the Grand Duchy of Luxembourg
with registered office at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg,
registered with the Luxembourg Register of Commerce and Companies under number B-75696)*

COBREW NV

*(a Belgian public limited liability company
with registered office at Brouwerijplein 1, 3000 Leuven, Belgium)*

An investment in Notes issued under the Programme involves certain risks.

You should have regard to the risk factors described in Section 2 (Risk Factors) of this Base Prospectus.

Arranger

DEUTSCHE BANK

Dealers

**Barclays
BNP PARIBAS
BNP Paribas Fortis
Deutsche Bank
ING**

**J.P. Morgan
Mizuho Securities
MUFG
NatWest Markets
Santander Corporate & Investment Banking**

The date of this Base Prospectus is 12 December 2018

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ABOUT THIS DOCUMENT

What is this document?

This document (the "**Base Prospectus**") relates to the €40,000,000,000 Euro Medium Term Note Programme (the "**Programme**") of Anheuser-Busch InBev SA/NV (the "**Issuer**") under which the Issuer may from time to time issue notes (the "**Notes**").

The maximum aggregate principal amount of all Notes from time to time outstanding under the Programme will not exceed €40,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under Section 1 (*Summary*) and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes. Notes may be denominated in any currency as agreed between the Issuer and the relevant Dealer.

The payments of all amounts due in respect of the Notes will, subject to Condition 2.2 (*Status of the Guarantees*), be unconditionally and irrevocably guaranteed on a joint and several basis (in certain cases up to a maximum statutory amount) by whichever of Anheuser-Busch Companies, LLC ("**Anheuser-Busch Companies**"), Anheuser-Busch InBev Finance Inc. ("**ABIFI**"), Anheuser-Busch InBev Worldwide Inc. ("**ABIWW**"), Brandbev S.à r.l. ("**Brandbev**"), Brandbrew S.A. ("**Brandbrew**") and Cobrew NV ("**Cobrew**") are specified as Guarantors in the applicable final terms document (the "**Final Terms**") or in the applicable separate prospectus specific to an issue of Notes (the "**Drawdown Prospectus**") as described under "*Final Terms and Drawdown Prospectus*" below (together the "**Guarantors**" and each a "**Guarantor**" and, together with the Issuer, the "**Obligors**").

This Base Prospectus contains information describing business activities of the Issuer and the Guarantors, as well as certain financial information and material risks faced by the Issuer and the Guarantors, and is intended to provide investors with the information necessary to enable them to make an informed investment decision before purchasing any Notes.

This Base Prospectus is valid for one year from the date hereof and may be supplemented from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

What types of Notes does this Base Prospectus relate to?

This Base Prospectus relates to the issuance of three different types of Notes:

1. Fixed Rate Notes, on which the Issuer will pay interest at a fixed rate;
2. Floating Rate Notes, on which the Issuer will pay interest at a floating rate; and
3. Zero Coupon Notes, which do not bear interest.

Notes may also be issued as a combination of these options.

How do I use this Base Prospectus?

The contractual terms of any particular issuance of Notes will comprise the terms and conditions set out in Appendix B (*Terms and Conditions of the Notes*) at pages 192 to 227 of this Base Prospectus (the "**Conditions**"), as completed by a separate final terms document, which is specific to that issuance of Notes (the "**Final Terms**").

The Conditions comprise numbered provisions (1-16) including generic provisions that are applicable to Notes generally and certain optional provisions that will only apply to certain issuances of Notes.

The following provisions within the Conditions (together with the introductory wording appearing before Condition 1 on page 193) apply to Notes generally:

- Condition 1 (*Form, Denomination and Title*)
- Condition 2 (*Status of the Notes and the Guarantees*)

- Condition 3 (*Covenants*)
- Condition 7 (*Taxation*)
- Condition 8 (*Prescription*)
- Condition 9 (*Events of Default*)
- Condition 10 (*Domiciliary Agent and Paying Agent*)
- Condition 11 (*Notices*)
- Condition 12 (*Substitution*)
- Condition 13 (*Meetings of Noteholders and Modification*)
- Condition 14 (*Further Issues*)
- Condition 15 (*Contracts (Rights of Third Parties) Act 1999*)
- Condition 16 (*Governing Law and Submission to Jurisdiction*)

The following Conditions contain certain optional provisions that will only apply to certain issuances of Notes:

- Condition 4 (*Interest*)
- Condition 5 (*Payments*)
- Condition 6 (*Redemption and Purchase*)

The applicable Final Terms will specify which optional provisions apply to any particular issuance of Notes.

What other documents should I read?

This Base Prospectus contains all information which is necessary to enable investors to make an informed decision regarding the financial position and prospects of each of the Issuer and the Guarantors and the rights attaching to the Notes. Some of this information (such as the latest publicly available financial information relating to each of the Issuer and the Guarantors) is incorporated by reference into this Base Prospectus and some of this information is completed in the Final Terms.

Before making any investment decision in respect of any Notes, you should read this Base Prospectus, together with the documents incorporated by reference, as well as the Final Terms relating to such Notes.

This Base Prospectus and the Final Terms relating to any Notes will be made available at the registered office of the Issuer and will be published at:

www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

What information is included in the Final Terms?

While this Base Prospectus includes general information about all Notes, the Final Terms is the document that sets out the specific details of each particular issuance of Notes.

The Final Terms will contain the relevant economic terms applicable to any particular issuance of Notes. The Final Terms will contain, for example:

- the issue date;
- the currency;
- the interest basis (i.e. fixed rate, floating rate or zero coupon) and (if applicable) the interest rate;
- the interest payment dates (if any);

- the scheduled maturity date and redemption amount; and
- any other information needed to complete the Conditions (identified in the Conditions by the words or "as specified in the applicable Final Terms" or other equivalent wording).

Wherever the Conditions provide optional provisions, the Final Terms will specify which of those provisions apply to a specific issuance of Notes.

Is any part of this Base Prospectus relevant to particular types of Note only?

This Base Prospectus includes information that is relevant to all types of Notes that may be issued under the Programme, however, certain sections of this Base Prospectus are relevant to particular types of Notes only.

The information in Section 11 (*Important Information Relating to Public Offers of Notes*) on pages 159 to 162 applies only to Notes with a denomination of less than €100,000 (or its equivalent in any other currency) which may be resold, placed or otherwise offered by financial intermediaries, subject to the conditions described therein.

As described above, certain of the Conditions provide optional provisions that will only apply to certain issuances of Notes. The Final Terms will specify which optional provisions within the Conditions will apply to a specific issuance of Notes.

What if I have further queries relating to this Base Prospectus and the Notes?

Please refer to the section below starting on page 13 entitled "*How do I use this Base Prospectus?*". If you have any questions regarding the content of this Base Prospectus, any Final Terms, any Notes or the actions you should take, it is recommended that you seek professional advice from your broker, solicitor, accountant or other independent financial adviser before deciding whether or not to invest.

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. When used in this Base Prospectus, "**Prospectus Directive**" means Directive 2003/71/EC as amended, including by Directive 2010/73/EU, and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

This Base Prospectus has been approved by the United Kingdom Financial Conduct Authority (the "**FCA**"), which is the United Kingdom competent authority for the purposes of the Prospectus Directive and relevant implementing measures in the United Kingdom, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of Notes under the Programme during the period of twelve months after the date hereof.

Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FCA and to trading on the Regulated Market of the London Stock Exchange plc (the "**London Stock Exchange**"). The Regulated Market of the London Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments ("**MiFID II**"). References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Market. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market. The regulated market of the Irish Stock Exchange plc is a regulated market for the purposes of MiFID II.

The Issuer and the Guarantors may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a new Base Prospectus or Drawdown Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Credit Rating Agency Regulation Notice

The Programme has been rated "Baa1" (Senior Unsecured) and "P-2" (Short-Term) by Moody's Investors Service, Inc. ("**Moody's**") and "A-" (Senior Unsecured) and "A-2" (Short-Term) by S&P Global Ratings Europe Limited ("**S&P**"). S&P is established in the European Union ("**EU**") and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "**CRA Regulation**"). As such, S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. Moody's is not established in the EU but its ratings are endorsed by Moody's Investors Service Limited which is established in the EU and registered under the CRA Regulation.

Notes to be issued under the Programme will be rated or unrated. Fitch Ratings Ltd ("**Fitch**") may in the future rate Notes issued under the Programme. Fitch is established in the EU and registered under the CRA Regulation. As such, Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. Where a tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Please also refer to "*Ratings assigned to the Issuer or its Debt Securities*" and "*Ratings assigned to each Guarantor or its Debt Securities*" in Section 1 (*Summary*) of this Base Prospectus and to "*Credit ratings may not reflect all risks*" in Section 2 (*Risk Factors*) of this Base Prospectus.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Responsibility for this Base Prospectus

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. Each Guarantor accepts responsibility in respect of information in relation to itself and its Guarantee contained in this Base Prospectus and in the Final Terms for each Tranche of Notes issued under the Programme of which it is a Guarantor. The information contained in this Base Prospectus, to the best of the knowledge of the Issuer, and the information in relation to each Guarantor and its Guarantee contained in this Base Prospectus, to the best of the knowledge of each Guarantor, is in accordance with the facts and does not omit anything likely to affect the import of such information (each having taken all reasonable care to ensure that such is the case).

Final Terms

Notice of the aggregate principal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in the applicable Final Terms which will be filed with the FCA and the London Stock Exchange.

Copies of Final Terms will be available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange (at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>), on the website of any other stock exchange on which the Notes are listed (if applicable) and from the specified office set out below of the Domiciliary Agent (as defined below) and copies may be obtained from that office.

Notice to Potential Investors

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

This Base Prospectus is to be read and construed together with any Supplements hereto and with all documents which are deemed to be incorporated herein by reference (see Section 8 (*Documents Incorporated by Reference*)) and in relation to any Tranche of Notes must be read and construed together with the relevant Final Terms.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Unauthorised Information

Save for the Issuer (and, in respect of information in relation to itself and its Guarantee, each Guarantor), no other party has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Obligors (or any of them) in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Obligors (or any of them) in connection with the Programme. No person is or has been authorised by the Obligors (or any of them) to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Obligors in connection with the Programme or the Notes or such other information as is in the public domain and, if given or made, such information or representation must not be relied upon as having been authorised by the Obligors (or any of them) or any of the Dealers.

Restrictions on distribution

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by any of the Obligors or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Obligors. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of any of the Obligors or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Obligors is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of any of the Obligors during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see Section 9 (*Subscription and Sale*)).

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Obligors and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Obligors or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom and Belgium) and Japan (see Section 9 (*Subscription and Sale*)).

IMPORTANT - EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Unless otherwise stated in the Final Terms, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II product governance / target market – The Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the

Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

Benchmarks Regulation

Amounts payable on Floating Rate Notes will be calculated by reference to one of LIBOR or EURIBOR as specified in the applicable Final Terms. As at the date of this Base Prospectus, ICE Benchmark Administration Limited (as administrator of LIBOR) is included in the ESMA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**"). As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) (the "**EMMI**") is not included in the ESMA's register under Article 36 of the Benchmarks Regulation. The transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the EMMI is not currently required to obtain authorisation/registration.

Stabilisation

In connection with the issue of any Tranche of Notes, one or more relevant Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Certain definitions

All references in this Base Prospectus to (i) "**euro**", "**EUR**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, (ii) "**GBP**" and "**£**" refer to pounds sterling, (iii) "**U.S. dollars**", "**U.S.\$**", "**USD**" and "**\$**" refer to United States dollars, (iv) "**CAD**" refer to the lawful currency for the time being of Canada, (v) "**real**", "**BRL**" and "**reais**" refer to the lawful currency for the time being of Brazil, (vi) "**AUD**" refer to the lawful currency for the time being of the Commonwealth of Australia, (vii) "**MXN**" refer to the lawful currency of Mexico, (viii) "**RUB**" refer to the lawful currency for the time being of the Russian Federation; (ix) "**UAH**" refer to the lawful currency for the time being of Ukraine, (x) "**ZAR**" refer to the lawful currency for the time being of South Africa, (xi) "**COP**" refer to the lawful currency for the time being of Colombia and (xii) "**PEN**" refer to the lawful currency for the time being of Peru.

In this Base Prospectus references to:

- "**the Issuer**" or "**AB InBev**" are to Anheuser-Busch InBev SA/NV;
- "**Group**" or "**Combined Group**" are to Anheuser-Busch InBev SA/NV and the group of companies owned and/or controlled by Anheuser-Busch InBev SA/NV;
- "**Former AB InBev Group**" or "**Former AB InBev**" are to Anheuser-Busch InBev SA/NV or Anheuser-Busch InBev SA/NV and the group of companies owned and/or controlled by Anheuser-Busch InBev SA/NV, as existing prior to the completion of the Combination;
- "**Anheuser-Busch Companies**" are to Anheuser-Busch Companies, LLC, a Delaware limited liability company and the group of companies owned and/or controlled by Anheuser-Busch Companies, LLC, as the context requires;
- "**Ambev**" are to AmBev S.A., a Brazilian company listed on the New York Stock Exchange and on the São Paulo Stock Exchange, and successor of Companhia de Bebidas das Américas – Ambev;

- **"ABI SAB"** are to ABI SAB Group Holding Limited (formerly SABMiller Limited and prior to that SABMiller plc);
- **"Grupo Modelo"** are to Cervecería Modelo de México, S. de R.L. de C.V., a Mexican limited liability company;
- **"Former ABI SAB"** or **"Former ABI SAB Group"** are to ABI SAB Group Holding Limited (formerly SABMiller Limited and prior to that SABMiller plc) and the group of companies owned and/or controlled by ABI SAB Group Holding Limited as existing prior to the completion of the Combination; and
- **"Combination"** means the business combination between AB InBev and Former ABI SAB.

Forward-Looking Statements

There are statements in this Base Prospectus, such as statements that include the words or phrases *"will likely result"*, *"are expected to"*, *"will continue"*, *"is anticipated"*, *"anticipate"*, *"estimate"*, *"project"*, *"may"*, *"might"*, *"could"*, *"believe"*, *"expect"*, *"plan"*, *"potential"*, *"the Group aims"*, *"the Group's goal"*, *"the Group's vision"*, *"the Group intends"* or similar expressions that are forward-looking statements. These statements are subject to certain risks and uncertainties. Actual results may differ materially from those suggested by these statements due to, among others, the risks or uncertainties listed below. See also Section 2 (*Risk Factors*) for further discussion of risks and uncertainties that could impact the business of the Group.

These forward-looking statements are not guarantees of future performance. Rather, they are based on current views and assumptions and involve known and unknown risks, uncertainties and other factors, many of which are outside AB InBev's or the Group's control and are difficult to predict, that may cause actual results or developments to differ materially from any future results or developments expressed or implied by the forward-looking statements. Factors that could cause actual results to differ materially from those contemplated by the forward-looking statements include, among others:

- local, regional, national and international economic conditions, including the risks of a global recession or a recession in one or more of the Group's key markets, and the impact they may have on the Group and the Group's customers, and the Group's assessment of that impact;
- financial risks, such as interest rate risk, foreign exchange rate risk (in particular as against the U.S. dollar, the Group's reporting currency), commodity risk, asset price risk, equity market risk, counterparty risk, sovereign risk, liquidity risk, inflation or deflation;
- continued geopolitical instability, which may result in, among other things, economic and political sanctions and currency exchange rate volatility, and which may have a substantial impact on the economies of one or more of the Group's key markets;
- changes in government policies and currency controls;
- continued availability of financing and the Group's ability to achieve its targeted coverage and debt levels and terms, including the risk of constraints on financing in the event of a credit rating downgrade;
- the monetary and interest rate policies of central banks, in particular the European Central Bank, the Board of Governors of the U.S. Federal Reserve System, the Bank of England, *Banco Central do Brasil*, *Banco Central de la República Argentina*, the Central Bank of China, the South African Reserve Bank, *Banco de la República* in Colombia and other central banks;
- changes in applicable laws, regulations and taxes in jurisdictions in which the Group operates, including the laws and regulations governing the Group's operations and changes to tax benefit programs, as well as actions or decisions of courts and regulators;
- limitations on the Group's ability to contain costs and expenses;
- the Group's expectations with respect to expansion plans, premium growth, accretion to reported earnings, working capital improvements and investment income or cash flow projections;

- the Group's ability to continue to introduce competitive new products and services on a timely, cost-effective basis;
- the effects of competition and consolidation in the markets in which the Group operates, which may be influenced by regulation, deregulation or enforcement policies;
- changes in consumer spending;
- changes in pricing environments;
- volatility in the prices of raw materials, commodities and energy;
- difficulties in maintaining relationships with employees;
- regional or general changes in asset valuations;
- greater than expected costs (including taxes) and expenses;
- the risk of unexpected consequences resulting from acquisitions (including the Combination), joint ventures, strategic alliances, corporate reorganisations or divestiture plans, and the Group's ability to successfully and cost-effectively implement these transactions and integrate the operations of businesses or other assets the Group have acquired;
- an inability to realise synergies from the Combination;
- the outcome of pending and future litigation, investigations and governmental proceedings;
- natural and other disasters;
- any inability to economically hedge certain risks;
- inadequate impairment provisions and loss reserves;
- technological changes and threats to cybersecurity;
- other statements included in this Base Prospectus that are not historical; and
- the Group's success in managing the risks involved in the foregoing.

Statements regarding financial risks, including interest rate risk, foreign exchange rate risk, commodity risk, asset price risk, equity market risk, counterparty risk, sovereign risk, inflation and deflation, are subject to uncertainty. For example, certain market and financial risk disclosures are dependent on choices about key model characteristics and assumptions and are subject to various limitations. By their nature, certain of the market or financial risk disclosures are only estimates and, as a result, actual future gains and losses could differ materially from those that have been estimated.

AB InBev cautions that the forward-looking statements in this Base Prospectus are further qualified by the risk factors disclosed in Section 2 (*Risk Factors*) that could cause actual results to differ materially from those in the forward-looking statements. Subject to its obligations under applicable law in relation to disclosure and ongoing information, AB InBev undertakes no obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Presentation of Financial Information

The audited consolidated financial statements of the Group as of 31 December 2016 and 2017, and for the three years ended 31 December 2017, have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and in conformity with International Financial Reporting Standards as adopted by the European Union ("**IFRS**"). The financial information and related discussion and analysis are presented in U.S. dollars except as otherwise specified. Unless otherwise specified, the financial information analysis in this Base Prospectus is based on the audited consolidated financial statements of the Group as of 31 December 2016 and 2017, and for the three years ended 31 December 2017.

Certain monetary amounts and other figures included in this Base Prospectus have been subject to rounding adjustments. Accordingly, any discrepancies in any tables between the totals and the sums of amounts listed are due to rounding.

EBITDA, as defined

A performance measure such as EBITDA, as defined, is a non-IFRS measure. The financial measure most directly comparable to EBITDA, as defined, and presented in accordance with IFRS in the Issuer's consolidated financial statements, is profit of the year. EBITDA, as defined, is a measure used by the Issuer's management to evaluate its business performance and is defined as profit from operations before depreciation, amortisation and impairment. EBITDA, as defined, is a key component of the measures that are provided to senior management on a monthly basis at the group level, the business segment level and lower levels. The Issuer believes EBITDA, as defined, is useful to investors for the following reasons.

The Issuer believes EBITDA, as defined, facilitates comparisons of its operating performance across its business segments from period to period. In comparison to profit of the year, EBITDA, as defined, excludes items which do not impact the day-to-day operation of the Group primary business (that is, the selling of beer and other operational businesses) and over which management has little control. Items excluded from EBITDA, as defined, are the Issuer's share of results of associates and joint ventures, depreciation and amortisation, impairment, financial charges and corporate income taxes, which management does not consider to be items that drive the Group's underlying business performance. Because EBITDA, as defined, includes only items management can directly control or influence, it forms part of the basis for many of the Issuer's performance targets. For example, certain options under the Issuer's share-based compensation plan were granted such that they vest only when certain targets derived from EBITDA, as defined, are met.

The Issuer further believes that EBITDA, as defined, and measures derived from it, are frequently used by securities analysts, investors and other interested parties in their evaluation of it and in comparison to other companies, many of which present an EBITDA performance measure when reporting their results.

EBITDA, as defined, does, however, have limitations as an analytical tool. It is not a recognised term under IFRS and does not purport to be an alternative to profit as a measure of operating performance, or to cash flows from operating activities as a measure of liquidity. As a result, EBITDA, as defined, should not be considered in isolation from, or as a substitute analysis for, the Group's results of operations.

Presentation of Market Information

Market information (including market share, market position and industry data for the Group's operating activities and those of its subsidiaries or of companies acquired by it) or other statements presented in this Base Prospectus regarding the Group's position (or that of companies acquired by it) relative to its competitors largely reflect the best estimates of AB InBev's management. These estimates are based upon information obtained from customers, trade or business organisations and associations, other contacts within the industries in which the Group operates and, in some cases, upon published statistical data or information from independent third parties. Except as otherwise stated, the Group's market share data, as well as its management assessment of its comparative competitive position, has been derived by comparing the Group's sales figures for the relevant period to its management estimates of its competitors' sales figures for such period, as well as upon published statistical data and information from independent third parties, and, in particular, the reports published and the information made available by, among others, the local brewers' associations and the national statistics bureaus in the various countries in which the Group sells its products. The principal sources generally used include IRI, Plato Logic Limited and AC Nielsen, as well as internal estimations based on data from the Beer Institute and IRI (for the United States), the Brewers Association of Canada (for Canada), AC Nielsen (for Argentina, Bolivia, Brazil, Chile, the Dominican Republic, Guatemala, Paraguay, Russia, Ukraine and Uruguay), Cámara Nacional de la Industria de la Cerveza y de la Malta (commonly known as Cerveceros de Mexico) (for Mexico), Belgian Brewers Association (for Belgium), German Brewers Association (for Germany), Seema International Limited (for China), the British Beer and Pub Association (for the United Kingdom), Centraal Brouwerij Kantoor—CBK (for the Netherlands), Association des Brasseurs de France and AC Nielsen (for France), Plato Logic Limited (for Australia, Italy, Peru, South Africa and Uganda), the Korean International Trade Association (for South Korea) and other local brewers' associations. Prospective investors should not rely on the market share and other market information presented herein as precise measures of market share or of other actual conditions. All information contained herein which has been sourced from a third party has been accurately reproduced and, insofar as the Group is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Volume measurements

Unless otherwise specified, volumes, as used in this Base Prospectus in relation to AB InBev include beer (including near beer) and non-beer (primarily carbonated soft drinks) volumes. In addition, unless otherwise specified, AB InBev's volumes include not only brands that it owns or licences, but also third-party brands that it brews or otherwise produces as a subcontractor, and third-party products that it sells through its distribution network, particularly in Western Europe. Volume figures in this Base Prospectus reflect 100% of the volumes of entities that the Group has fully consolidated in its financial reporting and a proportionate share of the volumes of entities that it has proportionately consolidated in its financial reporting, but do not include volumes of its associates, joint ventures or non-consolidated entities.

Worked Examples

Section 4 (*How the Return on Your Investment is Calculated*) of this Base Prospectus contains worked examples of how the interest amounts are calculated under a variety of scenarios and how the redemption provisions will affect the Notes. These worked examples are provided for illustrative purposes only and are in no way representative of actual pricing. The actual amounts payable (if any) in respect of any Notes will be calculated in accordance with the terms and conditions as set out in Appendix B (*Terms and Conditions of the Notes*) and the Final Terms relating to the relevant Notes. The National Bank of Belgium (the "**NBB**") has not verified or validated the worked examples set out in Section 4 (*How the Return on Your Investment is Calculated*) and, as they are provided for illustrative purposes only as described above, such worked examples are not binding on the NBB.

HOW DO I USE THIS BASE PROSPECTUS?

You should read and understand fully the contents of this Base Prospectus, including any documents incorporated by reference, and the relevant Final Terms before making any investment decision in respect of any Notes. This Base Prospectus contains important information about the Issuer, the Guarantors, the Group, the terms of the Notes and the terms of the Guarantees; as well as describing certain risks relating to the Issuer, the Guarantors, the Group and their businesses and also other risks relating to an investment in the Notes generally. An overview of the various sections comprising this Base Prospectus is set out below.

Section 1 (*Summary*) sets out in tabular format standard information which is arranged under standard headings and which the Issuer and the Guarantors are required, for legal and regulatory reasons, to include in a prospectus summary for a base prospectus of this type. This section also provides the form of the "issue specific summary" information, which will be completed and attached to the Final Terms relating to any Notes which are to be offered under the Programme.

Section 2 (*Risk Factors*) describes the principal risks and uncertainties which may affect the ability of the Issuer and/or any of the Guarantors to fulfil their respective obligations under the Notes and/or the Guarantees.

Section 3 (*Information About the Programme*) provides an overview of the Programme.

Section 4 (*How the Return on Your Investment is Calculated*) sets out worked examples of how the interest amounts are calculated under a variety of scenarios and how the redemption provisions will affect the Notes.

Section 5 (*Description of the Issuer*) provides certain information about the Issuer and the nature of the Group's business.

Section 6 (*Selected Financial Information*) provides highlights of the financial information of the Group.

Section 7 (*Description of the Guarantors*) provides certain information about the Guarantors and the nature of their respective businesses.

Section 8 (*Documents Incorporated by Reference*) sets out the information that is deemed to be incorporated by reference into this Base Prospectus. This Base Prospectus should be read together with all information which is deemed to be incorporated into this Base Prospectus by reference.

Section 9 (*Subscription and Sale*) contains an overview of certain restrictions around who can purchase the Notes in certain jurisdictions.

Section 10 (*Taxation*) provides a brief outline of certain Luxembourg, Belgian and US taxation implications regarding Notes that may be issued under the Programme, as well as certain other taxation considerations which may be relevant to the Notes.

Section 11 (*Important Information Relating to Public Offers of Notes*) contains important information regarding the basis on which this Base Prospectus may be used for the purpose of making public offers of Notes.

Section 12 (*General Consent – The Authorised Offer Terms*) contains the terms applicable to authorised offers of Notes. These terms will be referred to in the "Acceptance Statement" to be published on the website of any financial intermediary which (a) is authorised to make such offers and (b) accepts such offer by publishing an Acceptance Statement on its website.

Section 13 (*Use of Proceeds*) describes the manner in which the Issuer intends to use the proceeds from issues of Notes under the Programme.

Section 14 (*Form of Final Terms*) sets out the template for the Final Terms that the Issuer will complete when offering any Notes under the Programme. Any such completed Final Terms will detail the relevant information applicable to each respective offer, amended to be relevant only to the specific Notes being offered.

Section 15 (*Additional Information*) sets out further information on the Issuer, the Guarantors and the Programme which the Issuer and the Guarantors are required to include under applicable rules. This includes the availability for inspection of certain documents relating to the Programme and certain confirmations from the Issuer and the Guarantors.

The section "**Appendix A (*Defined Terms*)**" provides an index of defined terms identifying the locations in this Base Prospectus where such terms are defined.

The section "**Appendix B (*Terms and Conditions of the Notes*)**" sets out the terms and conditions which apply to any Notes that may be issued under the Programme. The relevant Final Terms relating to any offer of Notes will complete the terms and conditions of those Notes and should be read in conjunction with this section.

The section "**Appendix C (*Form of the Notes*)**" provides a description of the form of the Notes that may be issued by the Issuer under the Programme and briefly sets out certain information relating to the X/N Clearing System.

A "**Table of Contents**" identifying each section of this Base Prospectus with corresponding page references is included at the beginning of this Base Prospectus.

1. SUMMARY

The following is a summary of information relating to the Issuer, the Guarantors and the Programme.

SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "Not Applicable".

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this summary.

Section A – Introduction and Warnings		
A.1	Introduction:	<p><i>This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference. Following the implementation of the Prospectus Directive (Directive 2003/71/EC) in each Member State of the European Economic Area ("EEA"), no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus, including any information incorporated by reference or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</i></p> <p><i>Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the EEA, the plaintiff may, under the national legislation of the Member States, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</i></p>
A.2	Consent:	<p>[General Consent: The Issuer and the Guarantors consent to the use of this Base Prospectus in connection with a Public Offer of the Notes by the Dealers specified in the relevant Final Terms and any financial intermediary which is authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) on the following basis:</p> <ul style="list-style-type: none"> (a) the relevant Public Offer is only made in [Austria] [Belgium] [Germany] [Ireland] [Luxembourg] [the Netherlands] [and] [the United Kingdom]; (b) the relevant Public Offer must occur during the period from and including [●] to but excluding [●]; (c) the relevant Authorised Offeror must publish an Acceptance Statement, as contained in the Base Prospectus, on its website [and satisfy the following additional conditions: [●]].] <p>[Specific Consent: The Issuer and the Guarantors consent to the use of this Base Prospectus in connection with a Public Offer of the Notes by [●] on the following basis:</p> <ul style="list-style-type: none"> (a) the relevant Public Offer is only made in [Austria] [Belgium] [Germany] [Ireland] [Luxembourg] [the Netherlands] [and] [the United Kingdom]; (b) the relevant Public Offer must occur during the period from and including [●] to but excluding [●]; (c) the relevant Authorised Offeror must satisfy the following conditions: [●]. <p>Authorised Offerors will provide information to Investors on the terms and conditions of the Public Offer of the relevant Notes at the time such Public Offer is made by the Authorised Offeror to the Investor.]</p>

Section B – Issuer and Guarantors																								
B.1	Legal name of the Issuer: Commercial name of the Issuer:	Anheuser-Busch InBev SA/NV (the "Issuer" or "AB InBev") Anheuser-Busch InBev																						
B.2	Domicile and legal form of the Issuer:	The Issuer was incorporated on 3 March 2016 for an unlimited duration under the laws of Belgium under the original name Newbelco SA/NV, and is the successor entity to Anheuser-Busch InBev SA/NV which was incorporated on 2 August 1977 for an unlimited duration under the laws of Belgium under the original name BEMES. It has the legal form of a public limited liability company (<i>naamloze vennootschap/société anonyme</i>). Registered office: Grand Place/Grote Markt 1, 1000 Brussels, Belgium. Register of Legal Entities of Brussels number: 0417.497.106. The Issuer's global headquarters are located at Brouwerijplein 1 3000 Leuven, Belgium (tel.: +32 16 27 61 11). The Issuer's agent in the United States is Anheuser-Busch InBev Services LLC, 250 Park Avenue, 2nd Floor, New York, NY, 10177. Legal entity identifier: 5493008H3828EMEXB082.																						
B.5	The Group:	The Issuer is the parent company of the Group. The Issuer's most significant subsidiaries as at 31 December 2017 were: <table><thead><tr><th>Subsidiary Name</th><th>Jurisdiction of incorporation or residence</th><th>Proportion of ownership interest</th><th>Proportion of voting rights held</th></tr></thead><tbody><tr><td>Ambev S.A. Rua Dr. Renato Paes de Barros 1017 3° Andar Itaim Bibi São Paulo, Brazil</td><td>Brazil</td><td>61.9%</td><td>61.9%</td></tr><tr><td>Anheuser-Busch Companies, LLC One Busch Place St. Louis, MO 63118.....</td><td>Delaware, U.S.A.</td><td>100%</td><td>100%</td></tr><tr><td>Cervecería Modelo de México, S. de R.L. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico</td><td>Mexico</td><td>100%</td><td>100%</td></tr><tr><td>ABI SAB Group Holdings Limited AB InBev House, Church Street West, Woking GU21 6HT, United Kingdom</td><td>United Kingdom</td><td>100%</td><td>100%</td></tr></tbody></table> For more detail see note 37 of the audited consolidated financial statements of the Group as of 31 December 2016 and 2017, and for the three years ended 31 December 2017.			Subsidiary Name	Jurisdiction of incorporation or residence	Proportion of ownership interest	Proportion of voting rights held	Ambev S.A. Rua Dr. Renato Paes de Barros 1017 3° Andar Itaim Bibi São Paulo, Brazil	Brazil	61.9%	61.9%	Anheuser-Busch Companies, LLC One Busch Place St. Louis, MO 63118.....	Delaware, U.S.A.	100%	100%	Cervecería Modelo de México, S. de R.L. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico	Mexico	100%	100%	ABI SAB Group Holdings Limited AB InBev House, Church Street West, Woking GU21 6HT, United Kingdom	United Kingdom	100%	100%
Subsidiary Name	Jurisdiction of incorporation or residence	Proportion of ownership interest	Proportion of voting rights held																					
Ambev S.A. Rua Dr. Renato Paes de Barros 1017 3° Andar Itaim Bibi São Paulo, Brazil	Brazil	61.9%	61.9%																					
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Cervecería Modelo de México, S. de R.L. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico	Mexico	100%	100%																					
ABI SAB Group Holdings Limited AB InBev House, Church Street West, Woking GU21 6HT, United Kingdom	United Kingdom	100%	100%																					
B.9	Profit Forecast:	Not Applicable.																						
B.10	Audit Report Qualifications:	Not Applicable.																						
B.12	Key Financial Information:	The information below is extracted from the consolidated audited financial statements of the Group for the years ended 31 December 2016 and 2017, the unaudited interim report for the six month period ended 30 June 2018 and the unaudited condensed consolidated interim financial statements for the nine-month period ended 30 September 2018.																						

Condensed Consolidated Income Statement for the years ended 31 December 2017 and 2016

	2017				2016			
	Guarantors				Guarantors			
	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
Group				Group				
	(million US dollar)							
Revenue	56,444	-	-	14,015	45,517	-	-	14,135
	(21,386)	-	-	(5,838)	(17,803)	-	-	(5,923)
Cost of sales								
Gross profit	35,058	-	-	8,177	27,715	-	-	8,212
Distribution expenses .	(5,876)	-	-	(996)	(4,543)	-	-	(967)
Sales and marketing expenses.....	(8,382)	-	-	(2,208)	(7,745)	-	-	(2,372)
Administrative expenses	(3,841)	-	-	(404)	(2,883)	(4)	-	(384)
Other operating income/(expenses).....	192	1,066	-	(1,837)	338	559	-	(1,283)
Profit from operations	17,152	1,066	-	2,732	12,882	555	-	3,206
Net finance cost	(6,507)	(3,064)	26	4,160	(8,564)	(1,283)	36	(3,805)
Share of result of associates	430	-	-	2	16	-	-	2
Profit before tax	11,076	(1,998)	26	6,894	4,334	(728)	36	(597)
Income tax expense.....	(1,920)	614	(17)	1,329	(1,613)	280	2	(1,358)
Profit	9,155	(1,384)	9	8,223	2,721	(448)	38	(1,955)
Income from subsidiaries	-	3,721	-	4,167	-	1,958	-	1,322
Profit from continuing operations	9,155	2,337	9	12,390	2,721	1,510	38	(633)
Profit from discontinued operations	28	-	-	-	48	-	-	-
Profit of the year	9,183	2,337	9	12,390	2,769	1,510	38	(633)
Profit from continuing operations attributable to:.....								
Equity holders of AB InBev	7,968	2,337	9	12,390	1,193	1,510	38	(633)
Non-controlling interest.....	1,187	-	-	-	1,528	-	-	-
Profit of the year attributable to:								
Equity holders of AB InBev	7,996	2,337	9	12,390	1,241	1,510	38	(633)
Non-controlling interest.....	1,187	-	-	-	1,528	-	-	-

Condensed Consolidated Statement of Financial Position as at 31 December 2017 and 2016

	2017				2016			
	Guarantors					Guarantors		
	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
Group				Group				
(million US dollar)								
ASSETS								
Non-current assets								
Property, plant and equipment	27,184	-	-	4,589	27,522	-	-	4,829
Goodwill	140,940	-	-	33,277	136,533	-	-	33,056
Intangible assets	45,874	-	-	22,105	44,568	-	-	22,094
Investments in subsidiaries	-	77,388	-	83,368	-	41,488	-	8,042
Investments in associates and joint ventures	5,263	-	-	28	4,324	-	-	40
Deferred tax assets ..	1,216	-	-		1,261	327	-	-
Derivatives	25	-	-	16	146			120
Other non-current assets	1,664	10,290	55,432	25,293	966	24,322	55,258	60,420
	222,166	87,677	55,432	168,676	215,320	66,137	55,258	128,601
Current assets								
Investment securities	1,304	-	-		5,659	-	-	-
Inventories	4,119	-	-	626	3,913	-	-	635
Derivatives	458	-	-	320	971	-	-	(120)
Trade and other receivables	6,566	1,514	1,947	25,237	6,391	7,937	2,338	16,622
Cash and cash equivalents	10,472	242	8	5,982	8,579	155	-	28,780
Assets classified as held for sale	133	-	-	-	16,439	-	-	-
Other current assets ..	908	-	-	-	1,109	-	-	(610)
	23,960	1,756	1,955	32,165	43,061	8,092	2,338	45,307
Total assets	246,126	89,434	57,387	200,841	258,381	74,229	57,596	173,908
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev	72,585	38,307	586	131,657	71,339	20,009	564	107,258
Minority interest	7,635	-	-	-	10,086	-	-	-
	80,220	38,307	586	131,656	81,425	20,009	564	107,258
Non-current liabilities								
Interest-bearing loans and borrowings	108,949	49,230	55,464	29,005	113,941	50,672	55,239	16,257
Employee benefits...Deferred tax liabilities	2,993	-	-	1,240	3,014	-	-	1,290
Derivatives	13,107	(337)	9	6,528	16,678	-	16	10,141
Other non-current liabilities	937	-	-	920	471	-	-	275
	3,709	-	-	1,023	2,737	-	-	853
	129,695	48,893	55,473	38,716	136,841	50,672	55,255	28,816
Current liabilities								
Interest-bearing loans and borrowings	7,433	2,363	479	19,336	8,618	3,670	300	24,576
Income tax payable ..	1,558	(665)	3	734	3,922	(881)	10	6
Derivatives	1,457	-	-	1,360	1,263	-	-	(275)
Trade and other payables	24,762	535	848	5,481	23,086	759	850	4,583
Liabilities associated with assets held for sale ..	-	-	-	-	2,174	-	-	-
Other current liabilities	1,002	-	-	3,558	1,053	-	617	8,944
	36,211	2,233	1,330	30,469	40,116	3,548	1,777	37,834
Total equity and liabilities	246,126	89,434	57,387	200,841	258,381	74,229	57,596	173,908

Condensed Consolidated Cash Flow Statement for the years ended 31 December 2017 and 2016

	2017				2016			
	Guarantors					Guarantors		
Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
	(million US dollar)							
OPERATING ACTIVITIES								
Profit.....	9,183	2,338	8	12,391	2,769	1,510	38	(633)
Depreciation, amortisation and impairment.....	4,276	-	-	771	3,477	-	-	748
Net finance cost.....	6,507	3,064	(26)	(4,160)	8,564	1,284	(36)	3,805
Income tax expense	1,920	(614)	17	(1,329)	1,613	(280)	(2)	1,358
Investment income .	-	(3,721)	-	(4,167)	-	(1,958)	-	(1,322)
Other items.....	(219)	-	-	(7)	(82)	(1)	-	231
Cash flow from operating activities before changes in working capital and use of provisions.....	21,667	1,067	(1)	3,499	16,341	555	-	4,187
Working capital and provisions	(397)	869	(4)	(1,210)	(297)	541	4	(650)
Cash generated from operations	21,270	1,936	(5)	2,289	16,044	1,096	4	3,537
Interest (paid)/received, net.	(3,841)	(3,156)	79	351	(2,721)	(1,153)	59	999
Dividends received.	142	-	-	78	43	-	-	4
Income tax paid.....	(2,141)	-	(16)	285	(3,256)	-	-	(511)
CASH FLOW FROM OPERATING ACTIVITIES	15,430	(1,220)	58	3,003	10,110	(57)	63	4,029
INVESTING ACTIVITIES								
Proceeds from sale of property, plant and equipment and of intangible assets .	617	-	-	18	211	-	-	25
Sale of subsidiaries, net of cash disposed of.....	42	-	-	42	653	-	-	13
Acquisition of SABMiller, net of cash acquired.....	-	-	-	-	(65,166)	-	-	(8,652)
Proceeds from SABMiller transaction-related divestitures	11,697	-	-	-	16,342	-	-	-
Taxes on SAB transaction-related divestitures	(3,449)	-	-	(3,449)	-	-	-	-
Acquisition of other subsidiaries, net of cash acquired.....	(598)	-	-	(306)	(1,445)	-	-	-
Acquisition of property, plant and equipment and of intangible assets	(4,741)	-	-	(534)	(4,979)	-	-	(650)
Net of tax proceeds from the sale of assets held for sale..	16	-	-	-	146	-	-	-
Net proceeds from sale/(acquisition) of investment in short- term debt securities	4,337	-	-	-	(5,583)	-	-	-
Net proceeds from sale/(acquisition) of other assets.....	(280)	-	-	(69)	(27)	-	-	(31)
Net repayments/(payme nts) of loans granted	213	4,996	332	4,607	(229)	(900)	(46,052)	(229)
CASH FLOW FROM INVESTING ACTIVITIES	7,854	4,996	332	308	(60,077)	(900)	(46,052)	(9,524)
FINANCING ACTIVITIES								

Intra-group capital reimbursements	-	-	-	(21,152)	-	-	-	(2,115)
Purchase of non-controlling interest .	(206)	-	-	-	(10)	-	-	-
Proceeds from borrowings	13,352	2,262	1,470	16,197	86,292	4,486	47,051	32,887
Payments on borrowings	(23,333)	(5,876)	(1,306)	(19,354)	(23,617)	(4,049)	(2,200)	(1,372)
Cash net finance (cost)/income other than interests	(1,541)	-	-	1,977	(3,484)	(64)	(5)	(3,157)
Dividends paid	(9,275)	(75)	-	-	(8,450)	-	-	-
CASH FLOW FROM FINANCING ACTIVITIES	(21,004)	(3,689)	164	(22,332)	50,731	373	44,846	26,243
Net increase/(decrease) in cash and cash equivalents	2,280	87	554	(19,021)	764	(584)	(1,143)	20,748
Cash and cash equivalents less bank overdrafts at beginning of year ...	8,395	155	(617)	19,840	6,910	739	525	(1,100)
Effect of exchange rate fluctuations	(319)	-	72	1,611	721	-	-	194
Cash and cash equivalents less bank overdrafts at end of year	10,356	242	9	2,430	8,395	155	(618)	19,842

Condensed Consolidated Income Statement for the six-month periods ended 30 June 2018 and 2017

	2018				2017			
	Guarantors				Guarantors			
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantor s
	<i>(million US dollar)</i>							
Revenue	27,087	-	-	6,891	27,104	-	-	7,043
Cost of sales	(10,184)	-	-	(2,879)	(10,674)	-	-	(2,907)
Gross profit	16,903	-	-	4,012	16,430	-	-	4,136
Distribution expenses	(2,925)	-	-	(567)	(2,840)	-	-	(482)
Sales and marketing								
expenses	(4,095)	-	-	(1,014)	(4,082)	-	-	(1,114)
Administrative expenses	(1,771)	-	-	(254)	(1,857)	-	-	(212)
Other operating income								
(expenses)	136	413	-	(617)	121	519	-	(857)
Profit from operations	8,248	413	-	1,561	7,773	519	-	1,471
Net finance cost	(3,310)	(1,703)	10	1,569	(3,331)	(1,483)	9	2,480
Share of result of								
associates	93	-	-	3	124	-	-	2
Profit before tax	5,031	(1,290)	10	3,133	4,566	(964)	9	3,953
Income tax expense ...	(1,436)	155	(3)	(413)	(994)	437	(3)	(427)
Profit	3,595	(1,135)	7	2,720	3,572	(527)	6	3,526
Income from								
subsidiaries.....	-	2,061	-	611	-	2,793	-	291
Profit from continuing								
operations	3,595	926	7	3,331	3,572	2,266	6	3,817
Profit from discontinued								
operations.....	-	-	-	0	28	-	-	-
Profit of the year	3,595	926	7	3,331	3,600	2,266	6	3,817
Profit from continuing								
operations attributable								
to:.....								
Equity holders of								
AB								
InBev	2,955	926	7	3,331	2,880	2,266	6	3,817
Non-controlling								
interest.....	640	-	-	0	692	-	-	-
Profit of the year								
attributable to:								
Equity holders of								
AB								
InBev	2,955	926	7	3,331	2,908	2,266	6	3,817
Non-controlling								
interest.....	640	-	-	0	692	-	-	-

Condensed Consolidated Balance Sheet as at 30 June 2018 and 2017

	2018				2017			
		Guarantors				Guarantors		
	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
Group				Group				
	(million US dollar)							
ASSETS								
Non-current assets								
Property, plant and equipment	25,451	-	-	4,430	26,372	-	4,673	
Goodwill	136,752	-	-	33,279	141,691	-	33,159	
Intangible assets.....	45,392	-	-	22,413	45,916	-	22,117	
Investments in subsidiaries	-	79,453	-	84,130	-	-	64,608	
Investments in associates and joint ventures	6,319	-	-	45	4,909	61,349	28	
Deferred tax assets	1,601	-	-	0	1,516	14	-	
Derivatives	29	-	-	5	56	-	37	
Other non-current assets.....	1,411	7,202	49,844	15,596	996	10,545	20,847	
	216,954	86,655	49,844	159,898	221,456	71,908	145,469	
Current assets								
Investment securities	4	-	-	0	2,912	-	-	
Inventories	4,200	-	-	710	4,279	-	679	
Derivatives	643	-	-	2,718	440	-	334	
Trade and other receivables	6,541	2,506	1,586	5,472	6,216	2,363	49,737	
Cash and cash equivalents	7,970	588	103	6,152	7,410	3,870	18,346	
Assets classified as held for sale	41	-	-	-	7,404	-	-	
Other current assets.....	1,044	236	-	(38)	1,820	750	(225)	
	20,443	3,330	1,689	15,014	30,481	6,984	68,871	
Total assets	237,397	89,985	51,533	174,912	251,937	78,892	214,338	
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev.....	68,510	39,316	597	133,686	72,714	23,138	126,532	
Minority interest ...	7,054	-	-	-	10,765	-	-	
	75,564	39,316	597	133,686	83,479	23,138	126,532	
Non-current liabilities								
Interest-bearing loans and borrowings	110,949	47,992	49,877	18,364	108,281	51,362	23,523	
Employee benefits. Deferred tax liabilities	2,828	0	-	1,224	3,026	-	1,274	
Derivatives	13,263	(256)	9	6,521	16,899	-	10,293	
Other non-current liabilities	931	0	-	742	485	-	479	
	3,210	0	-	928	2,782	-	439	
	131,180	47,736	49,886	27,778	131,473	51,362	36,007	
Current liabilities								
Interest-bearing loans and borrowings	5,974	2,329	249	1,050	11,223	3,671	31,724	
Income tax payable	1,002	-	-	5	836	-	48	
Derivatives	2,174	-	-	2,666	1,254	-	1,140	
Trade and other payables	20,939	603	800	5,964	21,452	721	5,610	
Liabilities associated with assets held for sale	-	-	-	-	1,250	-	-	
Other current liabilities	563	-	-	3,762	971	-	13,277	
	30,653	2,932	1,049	13,448	36,986	4,392	51,799	
Total equity and liabilities.....	237,397	89,985	51,533	174,912	251,937	78,892	214,338	

Condensed Consolidated Cash Flow Statement for the six-month periods ended 30 June 2018 and 2017

	2018				2017			
	Guarantors				Guarantors			
	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
Group				Group				
	(million US dollar)							
OPERATING ACTIVITIES								
Profit	3,595	926	7	3,331	3,600	2,266	6	3,817
Depreciation, amortisation and impairment	2,113	-	-	357	2,109	-	-	378
Net finance cost	3,310	1,703	(10)	(1,569)	3,331	1,483	(9)	(2,480)
Income tax expense	1,436	(155)	3	413	994	(437)	3	427
Investment income	-	(2,061)	-	(611)	-	(2,793)	-	(291)
Other items	(107)	-	-	(11)	(55)	-	-	(20)
Cash flow from operating activities before changes in working capital and use of provisions	10,347	413	-	1,909	9,979	519	-	1,831
Working capital and provisions	(2,580)	815	-	(615)	(2,640)	1,037	-	(1,205)
Cash generated from operations ...	7,767	1,228	-	1,294	7,338	1,556	-	626
Interest paid, net....	(2,245)	(1,502)	37	107	(2,420)	(1,624)	46	624
Dividends received	38	-	-	-	60	-	-	-
Income tax paid.....	(2,338)	-	(6)	(461)	(961)	-	(13)	235
CASH FLOW FROM OPERATING ACTIVITIES	3,222	(274)	31	940	4,018	(68)	33	1,485
INVESTING ACTIVITIES								
Proceeds from sale of property, plant and equipment and of intangible assets	155	-	-	11	144	-	-	2
Sale of subsidiaries, net of cash disposed of	(2)	-	-	-	71	-	-	42
Acquisition of other subsidiaries, net of cash acquired	(70)	-	-	(1,236)	(519)	-	-	(383)
Acquisition of property, plant and equipment and of intangible assets	(2,127)	-	-	(567)	(1,723)	-	-	(228)
Acquisition and sale of subsidiaries, net of cash acquired/disposed of	(70)	-	-	(1,236)	-	-	-	-
Net of tax proceeds from the sale of assets held for sale	(363)	-	-	31	5,134	-	-	(3,521)
Net proceeds from sale/(acquisition) of investment in short-term securities	1,299	-	-	-	2,788	-	-	-
Net proceeds from sale/(acquisition) of other assets	(69)	-	-	(18)	(63)	-	-	11
Net repayments/(paym ents) of loans granted	(73)	2,106	5,800	11,250	282	3,893	(44)	(15,079)
CASH FLOW FROM INVESTING ACTIVITIES	(1,250)	2,106	5,800	9,472	6,114	3,893	(44)	(19,156)
FINANCING ACTIVITIES								
Intra-group capital reimbursements	-	-	-	-	-	-	-	4
Purchase of non-	(930)	-	-	-	(63)	-	-	-

controlling interest								
Proceeds from borrowings	23,767	7,414	-	1,756	10,103	2,226	1,470	10,854
Payments on borrowings	(22,064)	(8,901)	(5,737)	(12,260)	(15,342)	(2,339)	(306)	(8,716)
Cash net finance (cost)/income other than interests	(280)	-	-	109	(298)	1	-	831
Dividends paid	(5,132)	-	-	-	(4,475)	-	-	-
CASH FLOW FROM FINANCING ACTIVITIES	(4,640)	(1,487)	(5,737)	(10,395)	(10,075)	(112)	1,164	2,973
Net increase/(decrease) in cash and cash equivalents	(2,668)	345	94	17	57	3,713	1,153	(14,698)
Cash and cash equivalents less bank overdrafts at beginning of year ..	10,355	242	9	2,430	8,395	155	(618)	19,842
Effect of exchange rate fluctuations.....	210	-	-	(51)	(1,303)	2	68	(73)
Cash and cash equivalents less bank overdrafts at end of year	7,898	588	103	2,396	7,149	3,870	603	5,071

Condensed Consolidated Results of Operations for the nine-month periods ended 30 September 2018 and 2017		
	2018	2017
	Group	Group
	(million US dollar)	
Revenue	40,369	41,844
Cost of sales	(15,166)	(16,220)
Gross profit	25,203	25,624
Selling, general and administrative expenses	(12,964)	(13,431)
Other operating income	514	547
Exceptional items	(251)	(460)
Profit from operations	12,502	12,280
Net finance cost before exceptional finance results	(4,603)	(4,255)
Exceptional net finance cost	(1,089)	(34)
Share of result of associates and joint ventures	125	213
Income tax expense	(2,085)	(2,487)
Profit from discontinued operations.....	-	28
Profit for the period	4,850	5,745
Attributable to:		
Equity holders of AB InBev	3,911	4,963
Non-controlling interest	939	782
Profit from operations	12,502	12,280
Depreciation, amortisation and impairment	3,162	3,161
EBITDA, as defined	15,664	15,441
Statements of no significant or material adverse change:	There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2017, nor any significant change in the financial or trading position of the Issuer or the Group since 30 June 2018.	
B.13 Recent Events:	Not Applicable. There have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.	
B.14 Dependence upon other entities within the Group:	The Issuer is a holding company and its operations are carried out through subsidiaries. The ability of such subsidiaries to upstream or distribute cash to the Issuer through dividends, intercompany advances, management fees or other payments is dependent on the availability of cash flows and may be restricted by applicable laws and accounting principles.	
B.15 The Issuer's Principal Activities:	The Group produces, markets, distributes and sells a strong and balanced portfolio of well over 500 beer and other malt beverage brands and has a global footprint with a balanced exposure to developed and developing markets and production facilities spread across the regions in which it operates.	
B.16 Controlling Persons:	<p>The Group's controlling shareholder is the Stichting Anheuser-Busch InBev, a foundation (<i>stichting</i>) organised under the laws of the Netherlands which represents an important part of the interests of the founding Belgian families of Interbrew (mainly represented by Eugénie Patri Sébastien S.A.) and the Brazilian families which were previously the controlling shareholders of Ambev (represented by BRC S.à r.l.).</p> <p>As of 31 December 2017, the Stichting Anheuser-Busch InBev represented a 34.29% voting interest in the Issuer (and, if taken with those shares of the Issuer certain other entities acting in concert via a Shareholder's Agreement, an aggregate of 43.84%) based on the number of its shares outstanding as of 31 December 2017. The Stichting Anheuser-Busch InBev is governed by its bylaws and its conditions of administration.</p>	
B.17 Ratings assigned to the Issuer or its Debt Securities:	The Programme has been rated "Baa1" (Senior Unsecured) and "P-2" (Short Term) by Moody's Investors Service, Inc. (" Moody's ") and "A-" (Senior Unsecured) and "A-2" (Short Term) by S&P Global Ratings Europe Limited (" S&P ").	
	<p>S&P is established in the EU and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "CRA Regulation"). Moody's is not established in the EU but its ratings are endorsed by Moody's Investors Service Limited which is established in the EU and registered under the CRA Regulation.</p> <p>Notes issued under the Programme will be rated or unrated. Where Notes are rated, such rating will not necessarily be the same as the rating(s) of the Issuer described above or the rating(s) assigned to Notes already issued.</p>	

		<p>Where Notes are rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for will be (1) issued by a credit rating agency established in the EEA and registered under the CRA Regulation, or (2) issued by a credit rating agency which is not established in the EU but will be endorsed by a CRA which is established in the EU and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation, will be disclosed in the Final Terms.</p> <p><i>[The Notes [have been]/[are expected to be] rated [] by []. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.]</i></p>
B.18	The Guarantee:	The payments of all amounts due in respect of the Notes will, subject to Condition 2.2 (<i>Status of the Guarantees</i>), be jointly and severally, unconditionally and irrevocably guaranteed, in certain cases up to a maximum statutory amount.
B.19	Legal and Commercial names of the Guarantors:	Anheuser-Busch Companies, LLC, Anheuser-Busch InBev Finance Inc., Anheuser-Busch InBev Worldwide Inc., Brandbev S.à r.l., Brandbrew S.A. and Cobrew NV.
B.19	Domicile and legal form of the Guarantors:	<p>Anheuser-Busch Companies, LLC ("Anheuser-Busch Companies") is a Delaware limited liability company that was organised in 2011 by statutory conversion of Anheuser-Busch Companies, Inc., which was originally incorporated in 1979. Its address is One Busch Place, St. Louis, MO 63118, and telephone number +1 314 577 2000. It complies with the laws and regulations of the State of Delaware regarding corporate governance.</p> <p>Anheuser-Busch InBev Finance Inc. ("ABIFI") was incorporated on 17 December 2012 in the State of Delaware under Section 106 of the Delaware General Corporation Law. Its registered office is 1209 Orange Street, Wilmington, Delaware 19801. It complies with the laws and regulations of the State of Delaware regarding corporate governance.</p> <p>Anheuser-Busch InBev Worldwide Inc. ("ABIWW"), under the name InBev Worldwide S.à r.l., was incorporated on 9 July 2008 as a private limited liability company (<i>société à responsabilité limitée</i>) under the Luxembourg Companies Act. On 19 November 2008, ABIWW was domesticated as a corporation in the State of Delaware and changed its name to Anheuser-Busch InBev Worldwide Inc. Its principal place of business is One Busch Place, St. Louis, MO 63118. It complies with the laws and regulations of the State of Delaware regarding corporate governance.</p> <p>Brandbev S.à r.l. ("Brandbev") was incorporated, established for an unlimited period, on 27 February 2001 as a <i>société à responsabilité limitée</i> (private limited liability company) under the Luxembourg Companies Act. Its registered office is located at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg (tel.: +352 261 596 23). The articles of association were published in the Memorial C n°861 on 9 October 2001. It is registered with the Luxembourg Register of Commerce and Companies under number B 80.984.</p> <p>Brandbrew S.A. ("Brandbrew") was incorporated, established for an unlimited period, on 15 May 2000 as a public limited liability company (<i>société anonyme</i>) under the Luxembourg Companies Act. Its registered office is located at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg (tel.: +352 261 596 23). It is registered with the Luxembourg Register of Commerce and Companies under number B 75696.</p> <p>Cobrew NV ("Cobrew") was incorporated, established for an unlimited period, on 21 May 1986 as a public limited liability company (<i>naamloze vennootschap</i>) under Belgian law. Its registered office is located at Brouwerijplein 1, 3000 Leuven, Belgium. It is established for an unlimited period. It is registered with the Register for Legal Entities under number 0428.975.372.</p>
B.19	The Group:	See Section 1 (<i>Summary – Section B (Issuer and Guarantors) – B.5 (The Group)</i>) above.
B.19	Profit Forecast:	Not applicable.
B.19	Audit Report Qualifications:	Not Applicable.
B.19	Key Financial Information:	For the Guarantors' Key Financial Information, please see Section 1 (<i>Summary – Section B (Issuer and Guarantors) – B.12 (Key Financial Information)</i>) above.
B.19	Recent Events:	For Recent Events relating to the Guarantors, please see Section 1 (<i>Summary – Section B (Issuer and Guarantors) – B.13 (Recent Events)</i>) above.

B.19	Dependence upon other entities within the Group:	See Section 1 (<i>Summary – Section B (Issuer and Guarantors) – B.14 (Dependence upon other entities within the Group)</i>) above.
B.19	The Guarantors' Principal Activities:	<p>Following the Issuer's acquisition of Anheuser-Busch Companies in November 2008, Anheuser-Busch Companies is a holding company within the Group for various business operations, including, brewing operations within the United States, a major manufacturer of aluminium cans and one of the largest recyclers of aluminium cans in the United States by weight.</p> <p>ABIFI acts as a financing vehicle of the Group.</p> <p>ABIWW acts as a financing vehicle of the Group and the holding company of Anheuser-Busch Companies.</p> <p>The business objectives of Brandbev are the holding of participations, in any form whatsoever, in other Luxembourg or foreign companies, the control, the management, as well as the development of these participations, and the holding of trademarks.</p> <p>The business objectives of Brandbrew are to undertake, in Luxembourg and abroad, financing operations by granting loans to companies which are part of the Group. These loans will be refinanced by financial means and instruments such as, <i>inter alia</i>, loans from shareholders or group companies or bank loans.</p> <p>The business activities of Cobrew are publicity, providing and collecting of information, insurance and reinsurance, scientific research, relations with national and international authorities, centralisation of bookkeeping, administration, information technology and general services, centralisation of financial transactions and covering of risks resulting from fluctuations in exchange rates, financial management, invoicing, re-invoicing and factoring, finance lease of movable and immovable property, market studies, management and legal studies, fiscal advice, audits as well as all activities of a preparatory or auxiliary nature for the companies of the group. Within the framework of its objects, Cobrew can acquire, manufacture, hire and let out all movable and immovable goods and, in general, perform all civil, commercial, industrial and financial transactions, including the operation of all intellectual rights and all industrial and commercial properties relating to them.</p>
B.19	Controlling Persons:	Each Guarantor is, directly or indirectly, owned and controlled by the Issuer.
B.19	Ratings assigned to each Guarantor or its Debt Securities:	Not Applicable.
Section C – The Notes		
C.1	Description of Type and Class of Securities:	<p>Issuance in Series: Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.</p> <p>Issue-specific summary</p> <p>[The Notes are issued as Series number [●], Tranche number [●].]</p> <p>[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert description of the Series] on [insert date/the Issue Date].]</p>
		<p>Forms of Notes: Each Note will be issued in dematerialised form in accordance with the Belgian Companies Code and be represented by a book entry in the name of its owner or holder, or the owner's or holder's intermediary, in a securities account maintained by the X/N Clearing System or by a participant in the X/N Clearing System established in Belgium which has been approved as an accountholder by Royal Decree.</p> <p>The X/N Clearing System maintains securities accounts in the name of authorised participants only. Noteholders therefore will not normally hold their Notes directly in the X/N Clearing System, but will hold them in a securities account with a financial institution which is a participant in the X/N Clearing System, or which holds them through another entity which is such an authorised participant.</p> <p>Most credit institutions established in Belgium, including Euroclear Bank SA/NV ("Euroclear"), are participants in the X/N Clearing System. Clearstream Banking S.A. ("Clearstream, Luxembourg"), is an indirect participant in the X/N Clearing System through Clearstream Banking</p>

		<p>Frankfurt. A list of all ICSDs that have an investor link with the X/N Clearing System is available on the website of the National Bank of Belgium. Investors can thus hold their Notes in securities accounts in Euroclear, Clearstream, Luxembourg, and other ICSDs that are direct or indirect participants of the X/N Clearing System in the same way as they would for any other types of securities. The Notes so held shall be cleared in accordance with their usual procedures.</p> <p>The clearing and settlement systems of The National Bank of Belgium, Euroclear, Clearstream, Luxembourg, and any other ICSD function under the responsibility of their respective operators. The Issuer, the Guarantors and the Domiciliary Agent shall have no responsibility in this respect.</p> <p>Security Identification Number(s): In respect of each Tranche of Notes, the relevant security identification number(s) will be specified in the relevant Final Terms.</p> <p>Issue-specific summary</p> <p>[ISIN Code: [●]]</p> <p>Common Code: [●]</p>
C.2	Currency of the Securities Issue:	<p>Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.</p> <p>Issue-specific summary</p> <p>[The Notes are denominated in [●].]</p>
C.5	Free Transferability:	<p>Subject to the below, the Notes will be freely transferable.</p> <p>The Issuer, the Guarantors and the Dealers have agreed restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Belgium, Luxembourg and Japan.</p>
C.8	The Rights Attaching to the Securities, including Ranking and Limitations to those Rights:	<p>Status of the Notes: The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3.1 (<i>Covenants - Negative Pledge</i>)) unsecured obligations of the Issuer and will rank <i>pari passu</i> (i.e. equally in right of payment) among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.</p> <p>Issue-specific summary:</p> <p>[Status of the Notes: [The Notes constitute direct, general and unconditional obligations of the Issuer which rank at least <i>pari passu</i> (i.e., equally in right of payment) with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.]]</p> <p>Status of the Guarantees: Notes will be unconditionally and irrevocably guaranteed by the relevant Guarantor(s), in certain cases up to a maximum statutory amount, on an unsubordinated basis.</p> <p>Issue-specific summary:</p> <p>[Status of the Guarantee: [The Guarantee of the Notes constitute direct, general and unconditional obligations of the Guarantors which rank at least <i>pari passu</i> (i.e., equally in right of payment) with all other present and future unsecured obligations of the Guarantors, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.]]/[insert summary of subordination provisions.]]</p> <p>Denominations: No Notes may be issued under the Programme which (a) have a minimum denomination of less than EUR1,000 (or nearly equivalent in another currency), or (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Issuer or by any entity to whose group the Issuer belongs. Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p> <p>Negative Pledge: The Notes contain a negative pledge provision with respect to the Issuer, each Guarantor and certain of the Issuer's subsidiaries. In general terms, a negative pledge provision restricts an issuer of unsecured notes from granting security over assets for other comparable debt securities without granting similar security to the notes containing the negative pledge provision. Under the negative pledge provision in Condition 3.1 (<i>Covenants - Negative Pledge</i>), the Notes will have the benefit of a negative pledge in respect of Relevant Indebtedness which is in the form of or represented by any bond, note, debenture, loan stock or other security which is, or is intended to be, quoted, listed or dealt in or traded, in each case with the agreement of the Issuer, on any stock exchange or over-the-counter or other securities market.</p> <p>Cross-Acceleration: The Notes do not contain a cross-acceleration provision.</p>

		<p>Taxation: All payments in respect of Notes will be made free and clear of withholding taxes of the United States of America or Belgium, as the case may be, unless the withholding is required by law.</p>
		<p>Governing Law: English law, except for any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 (<i>Meetings of Noteholders and Modification</i>) with respect to the rules laid down in the Belgian Companies Code. The Domiciliary Agency Agreement and any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 (<i>Meetings of Noteholders and Modification</i>) with respect to the rules laid down in the Belgian Companies Code, and any non contractual obligations arising out of or in connection with the Domiciliary Agency Agreement and any matter relating to title to, and the dematerialised form of, the Notes and Condition 13 (<i>Meetings of Noteholders and Modification</i>) with respect to the rules laid down in the Belgian Companies Code, are governed by, and shall be construed in accordance with, Belgian law.</p> <p>Enforcement of Notes: Individual investors' rights against the Issuer will be supported by a Deed of Covenant dated 6 December 2016 (the "Deed of Covenant"), a copy of which will be available for inspection at the specified office of the Domiciliary Agent.</p>
C.9	<p>The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:</p>	<p>Interest: Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate. Where applicable, interest on floating rate notes is calculated by reference to a fluctuating benchmark rate, either (i) at a rate of interest determined in accordance with market standard definitions, published by the International Swaps and Derivatives Association, Inc. ("ISDA Definitions"), such determination referred to herein as "ISDA Determination" or (ii) an interest rate benchmark, such as the London inter-bank offered rate (or any successor or replacement rate) ("LIBOR") or the Euro-zone inter-bank offered rate (or any successor or replacement rate) ("EURIBOR"), in each case, determined by reference to the rate appearing at the relevant time on a specified screen service, which may be plus or minus, in each case, a margin and subject, in certain cases to a maximum or minimum rate of interest. In respect of each Tranche of Notes, the date from which interest becomes payable and the due dates for interest, the maturity date the repayment procedures and an indication of yield will be specified in the relevant Final Terms.</p> <p>Issue-specific summary:</p> <p>[Interest: The Notes bear interest from [●] at a fixed rate of [●] % per annum payable in arrear on [●].]</p> <p>[Interest: The Notes bear interest from [●] at a rate equal to the sum of [●] % per annum and [period]/[currency]][EURIBOR/LIBOR] determined in respect of each Interest Period on the day which is [●] [London business days] before] the first day of the interest period and payable in arrear on [●].</p> <p>EURIBOR in respect of a specified currency and a specified period is the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation]/[LIBOR in respect of a specified currency and a specified period is the interest rate benchmark known as the London interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over administration of that rate).]</p> <p>[Interest: The Notes bear interest from [●] payable in arrear on [●] in each year on the same basis as the floating rate under a notional rate of interest on a swap transaction calculated by the domiciliary agent in accordance with ISDA Determination using the ISDA Definitions and for which the floating rate option is [●], the Designated Maturity is [●], the margin is [+/-][●] %, the [maximum]/[minimum] interest rate is [●] %, and the relevant reset date is [●]. [The Rate of Interest is subject to a [Rating step-up/step-down] and the [step-up/step-down margin is [●] %].</p> <p>ISDA Determination is the manner in which the rate of interest is to be determined, and will be the relevant ISDA Rate plus or minus (as indicated in the applicable final terms) the margin (if any). "ISDA Rate" for an interest period means a rate equal to the floating rate that would be determined by the domiciliary agent under an interest rate swap transaction if the domiciliary agent is acting as the calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the issue date of the first tranche of the Notes (the "ISDA Definitions").]</p> <p>[Interest: The Notes do not bear interest.]</p> <p>Maturities: Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p>

Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 by the Issuer.

Issue-specific summary:

[Maturity Date: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on [●].]

Redemption: Notes may be redeemable at par or at such other Redemption Amount as may be specified in the relevant Final Terms.

Issue-specific summary:

[Final Redemption Amount: Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at its final redemption amount of [●].]

Optional Redemption: Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant final terms.

Issue-specific summary:

[Redemption at the option of the Issuer: The Notes may be redeemed at the option of the Issuer in whole or in part on [●] at [●], plus accrued interest (if any) to such date, on the Issuer's giving not less than 15 nor more than 30 days' notice to the Noteholders or such other period(s) as may be specified in the relevant final terms.]

[Redemption at the Option of the Noteholders: The Issuer shall, at the option of the holder of any Note redeem such Note on [●] at [●] together with interest (if any) accrued to such date.]

Tax Redemption: Except as described in "Optional Redemption" above, early redemption will only be permitted if the Issuer or the Guarantors have or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of the United States of America, Luxembourg or Belgium.

Yield: The yield of each Tranche of Notes will be calculated on an annual or semi-annual basis using the relevant Issue Price at the relevant Issue Date.

Issue-specific summary:

[Yield: Based upon the Issue Price of [●], at the Issue Date the anticipated yield of the Notes is [●] % per annum.]

Representative of the Noteholders: Not Applicable

C.10	Derivative Components:	Not Applicable.
C.11 C.21	Listing and Trading:	<p>Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the United Kingdom Financial Conduct Authority ("FCA") and to trading on the Regulated Market of the London Stock Exchange. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market.</p> <p><i>Issue-specific summary:</i> <i>[Application has been made for the Notes to be admitted to listing on [the Official List of the FCA and to trading on the Regulated Market of the London Stock Exchange]/[the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin].]</i></p>

Section D – Risks		
D.2	Key Risks Specific to the Issuer and the Group:	<p><i>The following are the key risks that the Issuer and the Group are subject to, any of which may have an adverse impact on the operations, financial condition, prospects of the Group and ability to make payments due under the Notes:</i></p> <ul style="list-style-type: none"> • Changes in the availability or price of raw materials, commodities and energy. • The Group may not be able to obtain the necessary funding for its future capital or refinancing needs and it faces financial risks due to its level of debt and uncertain market conditions. • Certain of the Group's operations depend on independent distributors or wholesalers to sell its products and the Group may be unable to replace distributors or acquire interests in wholesalers or distributors. In addition, the Group may be adversely impacted by the consolidated of retailers. • If the Group does not successfully comply with applicable anti-corruption laws, export control regulations and trade restrictions, it could become subject to fines, penalties or other regulatory sanctions and its profitability could suffer. The Group may also incur significant costs in relation to compliance with applicable regulatory requirements. • The Group may not be able to successfully realise all of the anticipated benefits and synergies of the Combination, including as a result of difficulty in integrating the businesses of the companies involved, and any such benefits and synergies will be offset by the significant transaction fees and other costs of the Group has incurred in connection with the Combination. • Competition and changing consumer preferences could lead to a reduction of the Group's margins, increase costs and adversely affect its profitability. • An inability to reduce costs could affect profitability. • The Group is exposed to developing market risks, including the risks of devaluation, nationalisation and inflation. • The Group may not be able to successfully carry out further acquisitions and business integrations or restructuring. • An impairment of goodwill or other intangible assets would adversely affect the Group's financial condition and results of operations. • If any of the Group's products are defective or found to contain contaminants, the Group may be subject to product recalls or other liabilities. • The Group may not be able to protect its intellectual property rights. • The beer and beverage industry may be subject to adverse changes in taxation. • The Group is exposed to labour strikes and disputes that could lead to a negative impact on its costs and production level. • The Group relies on the reputation of its brands. The image and reputation of the Group's products may be reduced in the future and concerns about product quality, even when unfounded, could tarnish the image and reputation of its products. Any damage to, restriction on the ability to promote, or inability to promote the image or reputation of the Group may have a material adverse effect on the Group. • The Group is exposed to the risk of litigation. Members of the Group are now and may in the future be party to legal proceedings and claims and significant damages may be asserted against them.
D.3	Key Risks Specific to the Notes:	<p>The Guarantees provided by the Guarantors may be released in certain circumstances. Each Guarantor may terminate its Guarantee if: (A) (i) the relevant Guarantor is released under the 2010 Senior Facilities Agreement and (ii) the aggregate amount of indebtedness for which the relevant Guarantor is an obligor (as a guarantor or borrower) does not exceed 10% of the consolidated gross assets of the Group (in the balance sheet of the most recent publicly released interim or annual consolidated financial statements); or (B) the relevant Guarantor ceases to be a Subsidiary of the Issuer or disposes of all or substantially all of its assets to a Person who is not a Subsidiary of the Issuer. If the Guarantees by the Guarantors are released, the Issuer is not required to replace them, and the relevant Notes will have the benefit of fewer or no Guarantees for the remaining maturity of the relevant Notes.</p> <p>Should the Guarantors default on their Guarantees, a holder's right to receive payments on the Guarantees may be adversely affected by the insolvency laws of the jurisdiction of organisation of the defaulting Guarantors.</p>

Section E - Offer		
E.2b	Reasons for the Offer and Use of Proceeds:	The net proceeds from each issue of Notes will be used to repay short-term and/or long-term debt of the Group and to fund the general corporate purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.
E.3	Terms and Conditions of the Offer:	<p>Notes may be issued at any price as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer, the relevant Guarantor(s) and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions. The Terms and Conditions of any Authorised Offer shall be published by the relevant Authorised Offeror on its website at the relevant time.</p> <p><i>Issue-specific summary:</i></p> <p>[The Issue Price of the Notes is [●] % of their principal amount.]</p>
E.4	Interests Material to the Issue:	<p>The Issuer and the Guarantors have appointed Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, BNP Paribas Fortis SA/NV, Deutsche Bank AG, London Branch, ING Bank N.V. Belgian Branch, J.P. Morgan Securities plc, Mizuho International plc, MUFG Securities EMEA plc and NatWest Markets Plc (the "Dealers") as Dealers for the Programme. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in the Programme Agreement made between the Issuer, the Guarantors and the Dealers.</p> <p><i>Issue-specific summary:</i></p> <p>[Syndicated Issue: The Issuer and the Guarantors have appointed [●], [●] and [●] (the "Managers") as Managers of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Managers are set out in the Subscription Agreement made between the Issuer, the Guarantors and the Managers]</p> <p>[Non-Syndicated Issue: The Issuer and the Guarantors have appointed [●] (the "Dealer") as Dealer in respect of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Dealer are set out in the Programme Agreement made between, amongst others, the Issuer, the Guarantors and the Dealer]</p>
E.7	Estimated Expenses:	No expenses will be chargeable by the Issuer to an Investor in connection with any offer of Notes. Any expenses chargeable by an Authorised Offeror to an Investor shall be charged in accordance with any contractual arrangements agreed between the Investor and such Authorised Offeror at the time of the relevant offer.

2. RISK FACTORS

Before applying for the Notes, you should consider whether the Notes are a suitable investment for you.

The following is a description of the principal risks and uncertainties which may affect the ability of the Issuer and/or the Guarantors to fulfil their respective obligations under the Notes and/or the Guarantees.

RISK FACTORS

Introduction

Any investment in the Notes issued under the Programme will involve risks including those described in this section. Each of the Obligors believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. In particular, the Obligors expect to be exposed to some or all of the risks described below with respect to the Issuer, the Group and their future operations. All of these factors are contingencies which may or may not occur and no Obligor is in a position to express a view on the likelihood of any such contingency occurring. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Prospective investors should note that the risks relating to the Obligors, the industries in which each of them operates and the Notes summarised in Section 1 (Summary) of this Base Prospectus are the risks that the Obligors believe to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Notes. However, as the risks which the Obligors face relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in Section 1 (Summary) of this Base Prospectus but also, among other things, the risks and uncertainties described below.

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Notes and should be used as guidance only. Additional risks and uncertainties relating to the Obligors that are not currently known to them, or that are either currently deemed immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Obligors and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Base Prospectus and their personal circumstances.

If any of the following factors actually occurs, the trading price of the Notes could decline and an investor could lose all or part of its investment. These factors are contingencies that may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.

Organisation of the Risk Factors

- 1. Risks relating to the Obligors and their activities**
- 2. Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**
- 3. Risks related to Notes generally**
- 4. Risks related to the structure of a particular issue of Notes**
- 5. Risks related to the market generally**

Risks relating to the Obligors and their activities

The Group is exposed to the risks of an economic recession, credit and capital markets volatility and economic and financial crisis, which could adversely affect the demand for its products and adversely affect the value of the Notes.

The Group is exposed to the risk of a global recession or a recession in one or more of its key markets, credit and capital markets volatility and an economic or financial crisis, which could result in lower revenue and reduced profit.

Beer, other alcoholic beverage and soft drink consumption in many of the jurisdictions in which the Group operates is closely linked to general economic conditions, with levels of consumption tending to rise during periods of rising per capita income and fall during periods of declining per capita income. Additionally, per capita consumption is inversely related to the sale price of its products.

Besides moving in concert with changes in per capita income, beer and other alcoholic beverage consumption also increases or decreases in accordance with changes in disposable income.

Currently, disposable income is low in many of the developing countries in which the Group operates compared to disposable income in more developed countries. Any decrease in disposable income resulting from an increase in inflation, income taxes, the cost of living, unemployment levels, political or economic instability or other factors would likely adversely affect the demand for beer. Moreover, because a relevant portion of the Group's brand portfolio consists of premium beers, its volumes and revenue may be impacted to a greater degree than those of some of its competitors, as some consumers may choose to purchase value or discount brands rather than premium or core brands. For additional information on the categorisation of the beer market and the Group's positioning, see Section 5 (*Description of the Issuer – Principal Activities and Products – Beer*).

Capital and credit markets volatility, such as that experienced in recent years may result in downward pressure on stock prices and the credit capacity of issuers. Potential changes in social, political, regulatory and economic conditions in the U.S. and the European Union, including changes in policies governing foreign trade and imports, may be significant drivers of capital and credit market volatility. A continuation or worsening of the levels of market disruption and volatility seen in the recent past could have an adverse effect on the Group's ability to access capital, on its business, results of operations and financial condition, and on the market value of the Notes.

The Group's results of operations are affected by fluctuations in exchange rates.

Although the Issuer reports its consolidated results in U.S. dollars, in 2017, it derived approximately 73% of its revenue from operating companies that have non-U.S. dollar functional currencies (in most cases, in the local currency of the respective operating company).

Consequently, any change in exchange rates between such operating companies' functional currencies and the U.S. dollar will affect the consolidated income statement and balance sheet when the results of those operating companies are translated into U.S. dollars for reporting purposes of the Group, as it cannot hedge against translational exposures. Decreases in the value of the Group's operating companies' functional currencies against the U.S. dollar will tend to reduce those operating companies' contributions in dollar terms to the Group's financial condition and results of operations.

During 2017, several currencies, such as the Brazilian real, the Chinese yuan, the Mexican peso, the South African rand, the euro and the Colombian peso, appreciated against the U.S. dollar, which generally weakened during the same period. The Group's total consolidated revenue was USD 56.4 billion for the year ended 31 December 2017, an increase of USD 10.9 billion compared to the year ended 31 December 2016. The positive impact of favourable currency translation effects on the Group's consolidated revenue in the year ended 31 December 2017 was USD 0.3 billion, primarily as a result of the impact of the currencies listed above. Significant changes in the value of foreign currencies relative to the U.S. dollar could adversely affect the amounts the Group records for its foreign assets, liabilities, revenues and expenses, and could have a negative effect on its results of operations and profitability.

In addition to currency translation risk, the Group incurs currency transaction risks whenever one of its operating companies enters into transactions using currencies other than their respective functional currencies, including purchase or sale transactions and the issuance or incurrence of debt. Although the Group has hedging policies in place to manage commodity price and foreign currency risks to protect its exposure to currencies other than its

operating companies' functional currencies, there can be no assurance that such policies will be able to successfully hedge against the effects of such foreign exchange exposure, particularly over the long term.

Much of the Group's debt is denominated in U.S. dollars, while a significant portion of its cash flows is denominated in currencies other than the U.S. dollar. From time to time the Group enters into financial instruments to mitigate currency risk, but these transactions and any other efforts taken to better match the effective currencies of its liabilities to its cash flows could result in increased costs.

See note 29 to AB InBev's audited financial information as of 31 December 2016 and 2017, and for the three years ended 31 December 2017, as set out in the Form 20-F filed with the Securities and Exchange Commission on 19 March 2018 (the "**Form 20-F**") for further details on AB InBev's approach to hedging commodity price and foreign currency risk.

Changes in the availability or price of raw materials, commodities and energy could have an adverse effect on the Group's results of operations.

A significant portion of the Group's operating expenses are related to raw materials and commodities, such as malted barley, wheat, corn grits, corn syrup, rice, hops, flavoured concentrate, fruit concentrate, sugar, sweetener, water, glass, polyethylene terephthalate ("**PET**") and aluminium bottles, aluminium or steel cans and kegs, aluminium can stock, labels, plastic crates, metal and plastic closures, folding cartons, cardboard products and plastic films.

The supply and price of raw materials and commodities used for the production of the Group's products can be affected by a number of factors beyond its control, including the level of crop production around the world, export demand, quality and availability of supply, speculative movements in the raw materials or commodities markets, currency fluctuations, governmental regulations and legislation affecting agriculture, trade agreements among producing and consuming nations, adverse weather conditions, natural disasters, economic factors affecting growth decisions, political developments, various plant diseases and pests.

It is not possible to predict future availability or prices of the raw materials or commodities required for the Group's products. The markets in certain raw materials or commodities have experienced and may in the future experience shortages and significant price fluctuations, including as a result of unexpected increases in tariffs on such raw materials and commodities. The foregoing may affect the price and availability of ingredients that the Group uses to manufacture its products, as well as the cans and bottles in which its products are packaged. The Group may not be able to increase its prices to offset these increased costs or increase its prices without suffering reduced volume, revenue and operating income. To some extent, derivative financial instruments and the terms of supply agreements can protect against increases in materials and commodities costs in the short term. However, derivatives and supply agreements expire and upon expiry are subject to renegotiation and therefore cannot provide complete protection over the medium or longer term. To the extent the Group fails to adequately manage the risks inherent in such volatility, including if its hedging and derivative arrangements do not effectively or completely hedge against changes in commodity prices, its results of operations may be adversely impacted. In addition, it is possible that the hedging and derivative instruments the Group uses to establish the purchase price for commodities in advance of the time of delivery may lock the Group into prices that are ultimately higher than actual market prices at the time of delivery.

The production and distribution of the Group's products require material amounts of energy, including the consumption of oil-based products, natural gas, biomass, coal and electricity. Energy prices have been subject to significant price volatility in the recent past and may be again in the future. High energy prices over an extended period of time, as well as changes in energy taxation and regulation in certain geographies, may result in a negative effect on operating income and could potentially challenge the Group's profitability in certain markets. There is no guarantee that the Group will be able to pass along increased energy costs to its customers in every case.

The production of the Group's products also requires large amounts of water, including water consumption in the agricultural supply chain. Changes in precipitation patterns and the frequency of extreme weather events may affect the Group's water supply and, as a result, its physical operations. Water may also be subject to price increases in certain areas and changes in water taxation and regulation in certain geographies may result in a negative effect on operating income which could potentially challenge the Group's profitability in certain markets. There is no guarantee that the Group will be able to pass along increased water costs to its customers in every case. See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – Climate change or other environmental concerns, or legal, regulatory or market measures to address climate change or other environmental concerns, may negatively affect the Group's business or operations, including the availability of key production inputs*).

The Group relies on key third parties, including key suppliers, and the termination or modification of the arrangements with such third parties could negatively affect the Group's business.

The Group relies on third-party suppliers for a range of raw materials for its beer and non-beer products, such as malted barley, corn grits, corn syrup, rice, hops, water, flavoured concentrate, fruit concentrate, sugar and sweeteners, and for packaging material, such as glass, PET and aluminium bottles, aluminium or steel cans and kegs, labels, plastic crates, metal and plastic closures, folding cartons, cardboard products and plastic films.

The Group may seek to limit its exposure to market fluctuations in the supply of these raw materials by entering into medium- and long-term fixed-price arrangements. The Group may have a limited number of suppliers of aluminium cans and glass bottles. Consolidation of the aluminium can industry and glass bottle industry in certain markets in which the Group operates has reduced local supply alternatives and increased the risk of disruption to aluminium can and glass bottle supplies. Although the Group generally has other suppliers of raw materials and packaging materials, the termination of or material change to arrangements with certain key suppliers, disagreements with suppliers as to payment or other terms, or the failure of a key supplier to meet the contractual obligations it owes to the Group or otherwise deliver materials consistent with current usage would or may require the Group to make purchases from alternative suppliers, in each case at potentially higher prices than those agreed with that supplier. Additionally, the Issuer may be subject to potential reputational damage if one of its suppliers violates applicable laws or regulations. These factors could have a material impact on its production, distribution and sale of beer, other alcoholic beverages and soft drinks and have a material adverse effect on its business, results of operations, cash flows or financial condition.

A number of the Group's key brand names are both licenced to third-party brewers and used by companies over which the Group does not have control. If the Group is unable to maintain these arrangements on favourable terms, this could have a material adverse effect on its business, results of operations, cash flows or financial condition.

The Group monitors brewing quality to ensure its high standards, but, to the extent that one of these key licensed brand names is subject to negative publicity, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

For certain packaging supplies and raw materials, the Group relies on a small number of important suppliers. In addition, certain companies within the Group may purchase nearly all of their key packaging materials from sole suppliers under multi-year contracts. The loss of or temporary discontinuity of supply from any of these suppliers without sufficient time to develop an alternative source could cause the Group to spend increased amounts on such supplies in the future. If these suppliers became unable to continue to meet the Group's requirements, and the Group is unable to develop alternative sources of supply, its operations and financial results could be adversely affected.

The Group may not be able to obtain the necessary funding for its future capital or refinancing needs and may face financial risks due to its level of debt, uncertain market conditions and as a result of the potential downgrading of its credit ratings.

The Group may be required to raise additional funds for its future capital needs or to refinance its current indebtedness through public or private financing, strategic relationships or other arrangements. There can be no assurance that the funding, if needed, will be available on attractive terms, or at all.

Following the Combination, the portion of the Group's consolidated balance sheet represented by debt is significantly higher as compared to Former AB InBev's historical position.

A continued increased level of debt could have significant consequences, including:

- increasing the Group's vulnerability to general adverse economic and industry conditions;
- limiting the Group's ability to fund future working capital and capital expenditures, to engage in future acquisitions or development activities or to otherwise realise the value of its assets and opportunities fully;
- limiting the Group's flexibility in planning for, or reacting to, changes in its business and the industry in which it operates;
- impairing the Group's ability to obtain additional financing in the future, or requiring it to obtain financing involving restrictive covenants;

- requiring the Group to issue additional equity (possibly under unfavourable conditions), which could dilute its existing shareholders' equity; and
- placing the Group at a competitive disadvantage compared to its competitors that have less debt.

In addition, ratings agencies may downgrade the Group's credit ratings below their current levels, including as a result of the incurrence of financial indebtedness related to the Combination.

In September 2015, Moody's changed Former AB InBev's outlook to "Developing", citing downward rating pressure following completion of the Combination due to higher leverage and certain integration risks. In May 2016, Moody's concluded its ratings review and assigned a definitive rating of A3 (stable outlook) to Former AB InBev's long-term debt obligations. As of the date of this Base Prospectus, AB InBev's credit rating from S&P was A- for long-term obligations and A-2 for short-term obligations, with a negative outlook, and its credit rating from Moody's was Baa1 for long-term obligations and P-2 for short-term obligations, with a stable outlook. Any credit rating downgrade could materially adversely affect the Group's ability to finance its ongoing operations and its ability to refinance the debt incurred to fund the Combination, including by increasing the Group's cost of borrowing and significantly harming its financial condition, results of operations and profitability, including its ability to refinance its other existing indebtedness.

In recent years, the Group has given priority, among other things, to deleveraging, with surplus free cash flow being used to reduce the level of outstanding debt. In light of the increased debt assumed by the Issuer in connection with the Combination deleveraging remains a priority and may restrict the amount of dividends that the Issuer is able to pay.

The Group's ability to repay and renegotiate its outstanding indebtedness will depend upon market conditions. In recent years, the global credit markets experienced significant price volatility, dislocations and liquidity disruptions that caused the cost of debt financings to fluctuate considerably. The markets also put downward pressure on stock prices and credit capacity for certain issuers without regard to those issuers' underlying financial strength. Reflecting concern about the stability of the financial markets generally and the strength of counterparties, many lenders and institutional investors reduced and, in some cases, ceased to provide funding to borrowers. If such uncertain conditions persist, the Group's costs could increase beyond what is anticipated. Such costs could have a material adverse impact on the Group's cash flows, results of operations or both. In addition, an inability to refinance all or a substantial amount of its debt obligations when they become due, or more generally a failure to raise additional equity capital or debt financing or to realise proceeds from asset sales when needed, would have a material adverse effect on the Group's financial condition and results of operations.

The Group's results could be negatively affected by increasing interest rates.

The Group uses issuances of debt and bank borrowings as a source of funding and the Group carries a significant level of debt. Nevertheless, pursuant to its capital structure policy, the Group aims to optimise shareholder value through cash flow distribution to it from its subsidiaries, while maintaining an investment grade rating and minimising cash and investments with a return below the Group's weighted average cost of capital. There can be no assurance that the Group will be able to pursue a similar capital structure policy in the future. Some of the debt instruments that the Group has issued or incurred were issued or incurred at variable interest rates, which exposes the Group to changes in such interest rates. As of 31 December 2017, after certain hedging and fair value adjustments, USD 7.7 billion, or 6.6%, of the Group's interest-bearing financial liabilities (which include loans, borrowings and bank overdrafts) bore a variable interest rate, while USD 108.8 billion, or 93.4%, bore a fixed interest rate. Moreover, a significant part of the Group's external debt is denominated in non-U.S. dollar currencies, including the Australian dollar, the Brazilian real, the Canadian dollar, the euro, the pound sterling, the South African rand and the South Korean won. Although the Group enters into interest rate swap agreements to manage its interest rate risk, and also enters into cross-currency interest rate swap agreements to manage both its foreign currency risk and interest-rate risk on interest-bearing financial liabilities, there can be no assurance that such instruments will be successful in reducing the risks inherent in exposures to interest rate fluctuations. See note 29 to the Issuer's audited consolidated financial statements as of 31 December 2017 and 2016, and for the three years ended 31 December 2017 as set out in the Form 20-F for further details on the Issuer's approach, currency and interest rate risk.

Certain of the Group's operations depend on independent distributors or wholesalers to sell its products, and the Group may be unable to replace distributors or acquire interests in wholesalers or distributors. In addition, the Group may be adversely impacted by the consolidation of retailers.

Certain of the Group's operations are dependent on government-controlled or privately owned but independent wholesale distributors for distribution of its products for resale to retail outlets. See Section 5 (*Description of the Issuer – Distribution of Products*) and Section 5 (*Description of the Issuer – Regulations Affecting the Issuer's Business*) for further information in this respect. There can be no assurance as to the financial affairs of such distributors or that these distributors, who often act both for the Group and its competitors, will not give the Group's competitors' products higher priority, thereby reducing their efforts to sell the Group's products.

In the United States, for instance, the Group sells the vast majority of its beer to independent wholesalers for distribution to retailers and ultimately consumers. As independent companies, wholesalers make their own business decisions that may not always align themselves with the Group's, interests. If the Group's wholesalers do not effectively distribute its products, its financial results could be adversely affected.

In addition, contractual restrictions and the regulatory environment of many markets may make it very difficult to change distributors and, in some markets, the Group may be prevented from acquiring interests in wholesalers or distributors (see Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – the Issuer's failure to satisfy its obligations under the consent decree with the U.S. Department of Justice*) could adversely affect the Group's financial condition and results of operations)). In certain cases, poor performance by a distributor or wholesaler is not a sufficient reason for replacement. The Group's consequent inability to replace unproductive or inefficient distributors could adversely impact its business, results of operations and financial condition.

Moreover, the retail industry, particularly in Europe, North America and other countries in which the Group operates, continues to consolidate, resulting in larger retailers with increased purchasing power, which may affect the Group's competitiveness in these markets. Larger retailers may seek to improve their profitability and sales by asking for lower prices or increased trade spending. The efforts of retailers could result in reduced profitability for the beer industry as a whole and indirectly adversely affect the Group's financial results.

If the Group does not successfully comply with applicable anti-corruption laws, export control regulations and trade restrictions, it could become subject to fines, penalties or other regulatory sanctions, as well as to adverse press coverage, which could cause its reputation, its sales or its profitability to suffer.

The Group operates its business and markets its products in emerging markets that, as a result of political and economic instability, a lack of well-developed legal systems and potentially corrupt business environments, present it with political, economic and operational risks. Although the Group is committed to conducting business in a legal and ethical manner in compliance with local and international statutory requirements and standards applicable to its business, there is a risk that employees or representatives of the Group's subsidiaries, affiliates, associates, joint ventures or other business interests may take actions that violate applicable laws and regulations that generally prohibit the making of improper payments to foreign government officials for the purpose of obtaining or keeping business, including laws relating to the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, such as the U.S. Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act and Brazilian Law No. 12,846/13 (an anti-bribery statute that was enacted in January 2014). Such actions could expose the Group to potential liability and the costs associated with investigating potential misconduct. In addition, any press coverage associated with misconduct under these laws and regulations, even if unwarranted or baseless, could damage the Group's reputation and sales.

In respect of the FCPA, the Issuer co-operated with the U.S. Securities and Exchange Commission (the "SEC") and the U.S. Department of Justice in connection with their investigations into the relationships of the Issuer's current and former affiliates in India, including its former non-consolidated Indian joint venture, which the Issuer exited during 2015. On 8 June 2016, the U.S. Department of Justice notified the Issuer that it was closing its investigation and would not be pursuing enforcement action in this matter. On 28 September 2016, the Issuer entered into a settlement agreement with the SEC, pursuant to which the Issuer agreed to pay an aggregate amount (including disgorgement and penalties) of approximately USD 6 million to the SEC and assume certain ongoing reporting and cooperation obligations.

In Brazil, governmental authorities are currently investigating consulting services provided by a firm part-owned by a former elected government official who has been convicted of corruption and racketeering by Brazil's highest court. The Issuer's subsidiary, Ambev, has, in the past, hired the services of this consulting firm. The Issuer has

reviewed its internal controls and compliance procedures in relation to these services and has not identified any evidence of misconduct.

As a global brewer, the Issuer also operates its business and markets its products in countries that may be subject to export control regulations, embargoes, economic sanctions and other forms of trade restrictions imposed by the United States, the European Union, the United Nations and other participants in the international community. For example, the Issuer indirectly owns subsidiaries in Russia and Ukraine, the net combined revenues of which accounted for less than 1.0% of its total revenues in 2017. The Issuer does not sell directly into the Crimea region but is aware that indirect shipments may occur. In addition, certain of the Issuer's associates also operate their business and market their products in countries subject to trade restrictions. For example, the Issuer's associate Anadolu Efes Biracilik ve Malt Sanayii AŞ ("**Anadolu Efes**") has an indirect interest in a Syrian soft drinks bottler and has limited distribution to Iran and Crimea. Furthermore, the Issuer's subsidiary Ambev operates a joint venture in Cuba with the Government of Cuba, see Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – AB InBev's subsidiary, Ambev, operates a joint venture in Cuba, in which the Government of Cuba is its joint venture partner. Cuba remains subject to comprehensive economic and trade sanctions by the United States and Ambev's operations in Cuba may adversely affect the Group's reputation and the liquidity and value of its securities*).

If the Issuer or any of its associates fail to comply with economic sanctions or trade restrictions imposed by the United States, the European Union or other national or international authorities that are applicable to it or them, the Issuer may be exposed to potential legal liability and the costs associated with investigating potential misconduct, as well as potential reputational damage. Moreover, new or expanded export control regulations, economic sanctions, embargoes or other forms of trade restrictions imposed on Russia, Ukraine, Syria, Cuba or other countries in which the Issuer or its associates do business may curtail its existing business and may result in serious economic challenges in these geographies, which could have a material adverse effect on the Issuer and its subsidiaries' operations, and may result in impairment charges on goodwill or other intangible assets.

Competition and changing consumer preferences could lead to a reduction in the Group's margins, increase costs and adversely affect its profitability.

The Group competes with both brewers and other drinks companies and its products compete with other beverages. Globally, brewers, as well as other players in the beverage industry, compete mainly on the basis of brand image, price, quality, distribution networks and customer service. Consolidation has significantly increased the capital base and geographic reach of the Group's competitors in some of the markets in which it operates, and competition is expected to increase further as the trend towards consolidation among companies in the beverage industry continues. Consolidation activity has also increased along distribution channels - in the case of both on-trade points of sale, such as pub companies, and off-trade retailers, such as supermarkets. Such consolidation could increase the purchasing power of players in the Group's distribution channels. For more information, see Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – Certain of the Group's operations depend on independent distributors or wholesalers to sell its products, and the Group may be unable to replace distributors or acquire interests in wholesalers or distributors. In addition, the Group may be adversely impacted by the consolidation of retailers*).

Concurrently, competition in the beverage industry is expanding and the market is becoming more fragmented, complex and sophisticated as consumer preferences and tastes change. Such preferences can change rapidly and in unpredictable ways due to a variety of factors, including changing levels of health consciousness among target consumers (including concerns about obesity and alcohol consumption), changes in prevailing economic conditions, changes in the demographic make-up of target consumers, changing social trends and attitudes regarding alcoholic beverages, changes in travel, vacation or leisure activity patterns, negative publicity resulting from regulatory action or litigation against the Issuer or comparable companies or a downturn in economic conditions. Consumers also may begin to prefer the products of competitors or may generally reduce their demand for products in the category.

Competition with brewers and producers of alternative beverages in the Group's various markets and an increase in the purchasing power of players in its distribution channels could cause it to reduce pricing, increase capital investment, increase marketing and other expenditures, and/or prevent it from increasing prices to recover higher costs, thereby causing it to reduce margins or lose market share. Further, the Issuer may not be able to anticipate or respond adequately either to changes in consumer preferences and tastes or to developments in new forms of media and marketing. Any of the foregoing could have a material adverse effect on the Group's business, financial condition and results of operations. Innovation faces inherent risks, and the new products the Group may introduce

may not be successful, while competitors may be able to respond more quickly than the Group can to emerging trends, such as the increasing consumer preference for "craft beers" produced by similar microbreweries.

Additionally, the absence of level playing fields in some markets and the lack of transparency, or even certain unfair or illegal practices, such as tax evasion and corruption, may skew the competitive environment in favour of the Group's competitors, with material adverse effects on the Group's profitability or ability to operate.

The ability of the Group's subsidiaries to distribute cash upstream may be subject to various conditions and limitations.

The Issuer is organised as a holding company and its operations are carried out through subsidiaries. The Group's domestic and foreign subsidiaries' and affiliated companies' ability to upstream or distribute cash (to be used, among other things, to meet the Group's financial obligations including those in respect of the Notes) through dividends, intercompany advances, management fees and other payments is, to a large extent, dependent on the availability of cash flows at the level of such domestic and foreign subsidiaries and affiliated companies and may be restricted by applicable laws and accounting principles. In particular, 26.4% (USD 14.9 billion) of the Issuer's total revenue of USD 56.4 billion in 2017 came from its Brazilian listed subsidiary Ambev S.A., a Brazilian company ("**Ambev**"), which is not wholly-owned and is listed on the São Paulo Stock Exchange and the New York Stock Exchange. In addition to the above, some of the subsidiaries of the Issuer are subject to laws restricting their ability to pay dividends or the amount of dividends they may pay. If the Group is not able to obtain sufficient cash flows from its domestic and foreign subsidiaries and affiliated companies, this could adversely impact its ability to make payments of interest and principal on the Notes, and may negatively impact its business, results of operations and financial condition.

The Group may not be able to realise all of the anticipated benefits and synergies of the Combination, including as a result of difficulty in integrating the businesses of the companies involved, and any such benefits and synergies will be offset by the significant transaction fees and other costs incurred by of the Group in connection with the Combination.

Achieving the advantages of the Combination depends partly on the rapid and efficient combination of the Former AB InBev Group's activities with Former ABI SAB, two companies of considerable size which functioned independently and were incorporated in different countries, with geographically dispersed operations, and with different business cultures and compensation structures.

The integration process continues to involve inherent costs and uncertainties. These uncertainties are exacerbated because Former ABI SAB is active in new or developing markets in which the Former AB InBev Group did not have significant operations, and because the Former AB InBev Group had little opportunity to perform detailed due diligence on Former ABI SAB prior to the announcement of the Combination. The Group may face increased exposure to certain risks as a result of the Combination. For example, Former ABI SAB has entered into important strategic partnerships in a number of Eurasian and African countries. The Group may face challenges in continuing to develop collaborative relationships with these partners in order to ensure that decisions are taken in such partnerships which promote the strategic and business objectives of the Group.

Furthermore, there is no assurance that the Combination will achieve the benefits anticipated by the Group from the integration. The Group believes that the consideration paid is justified, in part, by the procurement and engineering savings, brewery and distribution efficiency gains, best practice sharing and other cost savings, synergies and benefits that are expected to be achieved by combining Former ABI SAB's operations with the Former AB InBev Group's. However, these expected savings, gains, synergies and other benefits may not be achieved, and the assumptions upon which the Former AB InBev Group determined the consideration paid to Former ABI SAB shareholders in connection with the Combination may prove to be incorrect. The implementation of the Combination and the successful integration of Former ABI SAB's operations will also require a significant amount of management time and, thus, may affect or impair management's ability to implement the integration of the businesses effectively.

In addition, the Group has incurred and may continue to incur significant transaction fees and other costs associated with the Combination. These fees and costs are substantial and include financing, financial advisory, legal and accounting fees and expenses. In addition, the Group may face additional unanticipated costs as a result of the integration of which would offset any realised synergy benefits resulting from Combination.

Finally, the Tax Matters Agreement (as defined herein) which the Issuer has entered into with Altria Group Inc. ("**Altria**"), pursuant to which the Issuer has agreed to provide assistance and co-operation to and to give certain

representations, indemnities and undertakings to Altria in relation to certain matters relevant to Altria under U.S. tax legislation (as amended from time to time, the "**Tax Matters Agreement**"), imposes some limits on the ability of the Group to effect some reorganisations after the completion of the Combination which may limit the capacity to integrate Former ABI SAB's operations into the Group's. See Section 5 (*Description of the Issuer – Material Contracts and Arrangements of AB InBev – Tax Matters Agreement*).

Although the cost savings and other synergies contemplated by the Combination are significant, there can be no assurance that the Group will realise these benefits in the time expected, or at all. Any failures, material delays or unexpected costs of the integration process could therefore have a material adverse effect on the Group's business, results of operations and financial condition.

The uncertainties about the effects of the Combination could materially and adversely affect the Group's business and operations.

Uncertainty regarding the effect of the Combination could cause disruptions to the Group's businesses. Customers, distributors, other business partners and other parties that have business relationships with the Group may defer the consummation of other transactions or other decisions concerning the Group's businesses, or seek to change existing business relationships. For example, on 4 October 2017, the Issuer announced the completion of the sale of its stake in Africa's largest bottler, Coca-Cola Beverages Africa (Pty) Ltd ("**CCBA**") to The Coca-Cola Company pursuant to Former ABI SAB's prior contractual arrangements with The Coca-Cola Company. In addition, key employees of either the Former AB InBev Group or Former ABI SAB could leave their employment because of the uncertainties about their roles in the Combined Group or because of a general desire not to remain with the Combined Group. Such uncertainties and disruptions related to the Combination could disrupt the Combined Group's business and have an unfavourable material effect on the Group's financial position, its income from operations and its competitive position. The Group's size, contractual limitations it is subject to and its position in the markets in which it operates may decrease its ability to successfully carry out further acquisitions and business integrations.

The Group may be unsuccessful in the implementation of future acquisitions, investments or joint ventures or alliances.

In the past, the Group made acquisitions of, investments in and joint ventures and similar arrangements with other companies and businesses. Much of its growth in recent years is attributable to such transactions, including, in addition to the Combination, the combination of Interbrew S.A. and Ambev in 2004, the combination of InBev and Anheuser-Busch Companies in 2008 and the combination of AB InBev and Grupo Modelo in 2013.

The Group will need to identify suitable acquisition targets and agree on the terms with them if it is to make further acquisitions. The Group's size, contractual limitation to which it is subject and its position in the markets in which it operates may make it harder to identify suitable targets, including because it may be harder for the Group to obtain regulatory approval for future transactions. If appropriate opportunities do become available, the Group may seek to acquire or invest in other businesses, however, any future acquisition may pose regulatory, antitrust and other risks.

In addition, after completion of any transaction in the future the Group may be required to integrate the acquired companies, businesses or operations into its existing operations. Such transactions may also involve the assumption of certain actual or potential, known or unknown liabilities, which may have a potential impact on its financial risk profile. These risks and limitations may limit the Group's ability to implement its global strategy and its ability to achieve future business growth.

An inability to reduce costs could affect profitability.

The Group's future success and earnings growth depends in part on its ability to be efficient in producing, advertising and selling its products and services. A number of the Issuer's subsidiaries are in the process of executing a major cost saving and efficiency programme and the Group was pursuing a number of initiatives to improve operational efficiency. If the Group fails for any reason to successfully complete these measures and programmes as planned or to derive the expected benefits from these measures and programmes, there is a risk of increased costs associated with these efforts, delays in benefit realisation, disruption to the business, reputational damage or a reduced competitive advantage in the medium term. Failure to generate significant cost savings and margin improvement through these initiatives could adversely affect the Group's profitability and its ability to achieve its financial goals.

The Group is exposed to developing market risks, including the risks of devaluation, nationalisation and inflation.

A substantial proportion of the Group's operations are carried out in developing markets, representing approximately 59.2% of the Issuer's 2017 revenue, which include Argentina, Bolivia, Brazil, China, Colombia, Ecuador, El Salvador, Honduras, India, Mexico, Mozambique, Nigeria, Paraguay, Peru, Russia, South Africa, Tanzania, Ukraine and Zambia.

The Group's operations and equity investments in these markets are subject to the customary risks of operating in developing countries, which include political instability or insurrection, external interference, financial risks, changes in government policy, political and economic changes, changes in the relations between countries, actions of governmental authorities affecting trade and foreign investment, regulations on repatriation of funds, interpretation and application of local laws and regulations, enforceability of intellectual property and contract rights, local labour conditions and regulations, lack of upkeep of public infrastructure, potential political and economic uncertainty, application of exchange controls, nationalisation or expropriation, empowerment legislation and policy, corrupt business environments, crime and lack of law enforcement. Such factors could affect the Group's results by causing interruptions to its operations or by increasing the costs of operating in those countries or by limiting its ability to repatriate profits from those countries. The financial risks of operating in developing markets also include risks of illiquidity, inflation (for example, Brazil, Argentina, Turkey and Russia have periodically experienced extremely high rates of inflation), devaluation (Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – The Group's results of operations are affected by fluctuations in exchange rates*)) (for example, the Brazilian, Argentine, Colombian, Peruvian, Turkish and several African currencies have been devalued frequently during the last several decades), price volatility, currency convertibility and country default.

These various factors could adversely impact the Group's business, results of operations and financial condition. Moreover, the economies of developing countries are often affected by developments in other developing market countries and, accordingly, adverse changes in developing markets elsewhere in the world could have a negative impact on the markets in which the Group operates. Due to the Group's geographic mix, these factors could affect the Group more than its competitors with less exposure to developing markets, and any general decline in developing markets as a whole could impact the Group disproportionately compared to its competitors.

The Issuer's failure to satisfy its obligations under the consent decree with the U.S. Department of Justice could adversely affect its financial condition and results of operations.

The Issuer entered into a consent decree with the U.S. Department of Justice in relation to the Combination on 20 July 2016. As part of this consent decree, the Issuer agreed (i) not to acquire control of a distributor if doing so would result in more than 10% of the Issuer's U.S. annual volume being distributed through majority owned distributorships in the U.S., (ii) not to terminate any wholesalers as a result of the Combination, (iii) to review and modify certain aspects of its U.S. sales programmes and policies to ensure that it does not limit the ability and incentives of independent distributors to sell and promote third-party brewers' products and (iv) to notify the U.S. Department of Justice at least 30 days prior to the consummation of any acquisition of a beer brewer, importer, distributor or brand owner deriving more than USD 7.5 million in annual gross revenue from beer sold for further resale in the United States or from licence fees generated by such sales, subject to certain exceptions. The consent decree will expire ten years after its approval by the U.S. federal district court in the District of Columbia, unless the court grants an extension. The Issuer's compliance with its obligations under the consent decree is monitored by the U.S. Department of Justice and the Monitoring Trustee appointed by it. Were the Issuer to fail to fulfil its obligations under the settlement agreement, whether intentionally or inadvertently, it could be subject to monetary fines. The Issuer's obligations under the consent decree (in particular the restrictions on its U.S. sales programmes and policies) may also adversely impact its U.S. operations.

In other jurisdictions, the Issuer was required to make certain divestitures and to fulfil a number of other commitments as a condition to receiving regulatory clearance for the Combination, and it is now in the process of fulfilling these commitments. For more information on commitments related to the Transaction, see Section 2 (*Risks relating to the Obligors and their activities - The Group is exposed to antitrust and competition laws in certain jurisdictions and the risk of changes in such laws or in the interpretation and enforcement of existing antitrust and competition laws. In addition, the Combination has been subject to the review and authorisation of various regulatory authorities, which have imposed conditions with which the Issuer is required to comply*).

AB InBev's failure to satisfy its obligations under the Grupo Modelo settlement agreement could adversely affect the Group's financial condition and results of its operations.

The settlement agreement the Issuer reached with the U.S. Department of Justice in relation to the combination with Grupo Modelo includes certain transition services agreements as well as certain distribution guarantees for Constellation Brands, Inc. in the 50 states of the United States, the District of Columbia and Guam. The Group's compliance with its obligations under the settlement agreement is monitored by the United States Department of Justice and the Monitoring Trustee appointed by them. If either AB InBev or the Group fails to fulfil its obligations under the settlement, whether intentionally or inadvertently, it could be subject to monetary fines. See Section 5 (*Description of the Issuer –Material Contracts and Arrangements of AB InBev - Grupo Modelo Settlement Agreement*).

An impairment of goodwill or other intangible assets would adversely affect the Group's financial condition and results of operations.

AB InBev has previously recognised significant goodwill on its balance sheet through acquisitions. For example, as a result of the combination with Grupo Modelo in 2013, the Issuer recognised USD 19.6 billion of goodwill on its balance sheet and recorded several brands from the Grupo Modelo business (including brands in the Corona brand family among others) as intangible assets with indefinite useful lives with a fair value of USD 4.7 billion. Similarly, as a result of the 2008 Anheuser-Busch acquisition, the Issuer recognised USD 32.9 billion of goodwill on its balance sheet and recorded several brands from the Anheuser-Busch business (including brands in the Budweiser brand family among others) as intangible assets with indefinite useful lives with a fair value of USD 21.4 billion.

Additionally, upon completion of the Combination, the Group recognised USD 73.7 billion of incremental goodwill on its balance sheet.

The Issuer's accounting policy considers brands and distribution rights for AB InBev's own products as intangible assets with indefinite useful lives, which are tested for impairment on an annual basis (or more often if an event or circumstance indicates that an impairment loss may have been incurred) and not amortised. After completion of the Combination, the Group also recorded brands and other intangibles from Former ABI SAB business as intangible assets with indefinite useful lives with a fair value of USD 19.9 billion.

As of 31 December 2016, goodwill amounted to USD 136.5 billion and intangible assets with indefinite useful lives amounted to USD 42.3 billion. If the continuing integration of the Issuer's business with Former ABI SAB's business meets with unexpected difficulties or if the combined business does not develop as expected, impairment charges may be incurred in the future that could be significant and that could have an adverse effect on the Group's results of operations and financial condition.

The Group relies on the reputation of its brands.

The Group's success depends on its ability to maintain and enhance the image and reputation of its existing products and to develop a favourable image and reputation for new products. The image and reputation of its products may be reduced in the future and concerns about product quality, even when unfounded, could tarnish the image and reputation of its products. An event, or series of events, that materially damages the reputation of one or more of the Group's brands could have an adverse effect on the value of that brand and subsequent revenues from that brand or business. Restoring the image and reputation of the Group's products may be costly and may not be possible.

Moreover, the Group's marketing efforts are subject to restrictions on the permissible advertising style, media and messages used. In a number of countries, for example, television is a prohibited medium for advertising beer and other alcoholic beverage products, and in other countries, television advertising, while permitted, is carefully regulated. Any additional restrictions in such countries, or the introduction of similar restrictions in other countries, may constrain the Group's brand building potential and thus reduce the value of its brands and related revenues.

Negative publicity, perceived health risks and associated government regulations may harm the Group's business.

In recent years, there has been increased public and political attention directed at the alcoholic beverage and food and soft drinks industries. This attention is the result of a rising health and wellbeing trend that is reshaping the entire food and drinks industry and of fiscal concerns as health costs become an increasingly important component

of public finances in some markets. In the long term, this trend represents a risk for the Group's business if it results in the social acceptance of its products being negatively altered.

The global policy framework shaping the regulatory space for the Group's products is the World Health Organisation's Global Action Plan for the Prevention and Control of Non-Communicable Diseases ("NCDs") 2013–2020, in which the harmful use of alcohol is cited as a key risk factor for NCDs and governments are requested to take action to reduce it by at least 10% by 2020 from a 2013 base. The definition of harmful use of alcohol, however, was left to be determined by each government according to its national context. The United Nations' Sustainable Development Goals, approved in September 2015, further reinforced this mandate by urging nations to strengthen the prevention and treatment of harmful use of alcohol.

The World Health Organisation has begun the consultation process needed to issue a new global policy framework on NCDs by 2020. As a result, in the next two years, the Group is likely to experience an increase in the number of publications and studies debating the health risks associated with harmful consumption of alcohol, as advocates who oppose the current regulatory status quo try to shape the public discussions around the new global policy framework.

The Group may also be subject to laws and regulations aimed at reducing the affordability or availability of beer in some of its markets. Although public health concerns over harmful consumption of alcohol are frequently cited as the rationale for governments to increase beer taxation, fiscal needs or the lobbying of other alcohol categories are often also drivers. Additional regulatory restrictions on the Group's business, such as those on opening hours or marketing activities (including the marketing or selling of beer at sporting events), may cause the social acceptability of beer to decline significantly and consumption trends to shift away from it, which would have a material adverse effect on the Group's business, financial condition and results of operations.

Moreover, key brand names are used by the Group, its subsidiaries, associates and joint ventures, and are licensed to third-party brewers. To the extent the Group or one of its subsidiaries, associates, joint ventures or licensees are subject to negative publicity, and the negative publicity causes consumers and customers to change their purchasing patterns, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition. As a significant portion of the Group's operations occur in developing and growth markets, there is a greater risk that it may be subject to negative publicity, in particular in relation to environmental issues, labour rights and local work conditions. Negative publicity that materially damages the reputation of one or more of the Group's brands could have an adverse effect on the value of that brand and subsequent revenues from that brand or business, which could adversely impact the Group's business, results of operations, cash flows and financial condition.

Climate change or other environmental concerns, or legal, regulatory or market measures to address climate change or other environmental concerns, may negatively affect the Group's business or operations, including the availability of key production inputs.

There is a growing concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather and precipitation patterns and the frequency and severity of extreme weather and natural disasters. In the event that such climate change has a negative effect on agricultural productivity, the Group may be subject to decreased availability or less favourable pricing for certain agricultural commodities necessary for its products, such as barley, hops, sugar and corn. Climate change may also subject the Group to water scarcity and quality risks due to the large amounts of water required to produce its products, including water consumed in the agricultural supply chain. In the event that climate change causes water over-exploitation or has a negative effect on water availability or quality, the price of water may increase in certain areas and certain jurisdictions may enact unfavourable changes to applicable water related taxes and regulations. Such measures, if adopted, could lead to increased regulatory pressures, productions costs or capacity constraints. In addition, public expectations for reductions in greenhouse gas emissions could result in increased energy, transportation and raw material costs and may require the Group to make additional investments in facilities and equipment due to increased regulatory pressures. As a result, the effects of climate change could have a long-term, material adverse impact on the Group's business and results of operations.

The Group is required to report greenhouse gas emissions, energy data and other related information to a variety of entities, and to comply with the wider obligations of the European Union Emissions Trading Scheme ("ETS"). If the Group is unable to measure, track and disclose information accurately and in a timely manner, it could be subject to civil penalties for non-compliance in the various European Union member states in which it will operate. In addition, the need for the Group to comply with the ETS could result in increased operational costs if the Group

is unable to meet its compliance obligations and exceeds its emission allocations. There is also a risk of new environmental regulation in many geographies where the Group operates, including the European Union, United States, Mexico and China, among others.

More generally, the Group's operations are subject to environmental regulations by national, state and local agencies, including, in certain cases, regulations that impose liability without regard to fault. These regulations can result in liability that might adversely affect the Group's operations. The environmental regulatory climate in the markets in which the Group operates is becoming stricter, with a greater emphasis on enforcement. While the Group has continuously invested in reducing its environmental risks and budgeted for future capital and operating expenditures to maintain compliance with environmental laws and regulations, there can be no assurance that the Group will not incur a substantial environmental liability or that applicable environmental laws and regulations will not change or become more stringent in the future.

If any of the Group's products are defective or found to contain contaminants, the Group may be subject to product recalls or other liabilities.

The Group takes precautions to ensure that its beverage products and its associated packaging materials (such as bottles, crowns, cans and other containers) meet accepted food safety and regulatory standards. Such precautions include quality-control programmes and various technologies for primary materials, the production process and their final products. The Group has established procedures to correct issues or concerns that are detected.

In the event that any failure to comply with accepted food safety and regulatory standards (such as a contamination or a defect) does occur in the future, it may lead to business interruptions, product recalls or liability, each of which could have an adverse effect on the Group's business, reputation, prospects, financial condition and results of operations.

Although the Group maintains insurance policies against certain product liability (but not product recall) risks, it may not be able to enforce its rights in respect of these policies, and, in the event that contamination or a defect occurs, any amounts that the Group recovers may not be sufficient to offset any damage it may suffer, which could adversely impact its business, results of operations and financial condition.

The Group may not be able to protect its intellectual property rights.

The Group's future success depends significantly on its ability to protect its current and future brands and products and to defend its intellectual property rights, including trademarks, patents, domain names, trade secrets and know-how. The Group has been granted numerous trademark registrations and patents covering its brands and products and has filed, and expects to continue to file, trademark and patent applications seeking to protect newly developed brands and products. The Group cannot be sure that trademark and patent registrations will be issued with respect to any of its applications. There is also a risk that the Group could, by omission, fail to renew a trademark or patent on a timely basis or that its competitors will challenge, invalidate or circumvent any existing or future trademarks and patents issued to, or licenced by, it.

Although the Group has taken appropriate action to protect its portfolio of intellectual property rights (including patent applications, trademark registration and domain names), it cannot be certain that the steps they have taken will be sufficient or that third parties will not infringe upon or misappropriate proprietary rights. Moreover, some of the countries in which the Group operates offer less effective intellectual property protection than is available in Europe or the United States. If the Group is unable to protect its proprietary rights against infringement or misappropriation, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition, and in particular, on its ability to develop its business.

The Group could incur significant costs as a result of compliance with, and/or violations of or liabilities under, various regulations that govern the Group's operations.

The Group's business is highly regulated in many of the countries in which it or its licensed third parties operates. The regulations adopted by the authorities in these countries govern many parts of the Group's operations, including brewing, marketing and advertising (in particular to ensure the Group's advertising is directed to individuals of legal drinking age consumer promotions and rebates), environmental protection, transportation, distributor relationships, sales and data privacy. The Group may be subject to claims that it has not complied with existing laws and regulations, which could result in fines and penalties or loss of operating licences. The Group is also routinely subject to new or modified laws and regulations with which it must comply in order to avoid claims, fines and other penalties, which could adversely impact the Group's business, results of operations and financial

condition. For example, the Group is subject to the General Data Protection Regulation adopted in the European Union in April 2016, which was required to be fully implemented in all member states by May 2018. Breach of any of these laws or regulations can lead to significant fines and/or damage to the Group's reputation, as well as significantly restrict its ability to deliver on its digital productivity and growth plans

The Group may also be subject to laws and regulations aimed at reducing the availability of beer and other alcoholic beverage products in some of the Group's markets to address alcohol abuse and other social issues (see Section 2 (*Risk Factors - Risks relating to the Obligors and their activities - Negative publicity, perceived health risks and associated government regulation may harm the Group's business*)). There can be no assurance that the Group will not incur material costs or liabilities in connection with compliance with applicable regulatory requirements, or that such regulation will not interfere with the Group's beer, other alcoholic beverage and soft drinks businesses.

The Group is exposed to the risk of litigation.

The Group is now and may in the future be, party to legal proceedings and claims and significant damages may be asserted against them. See Section 5 (*Description of the Issuer – Legal and Arbitration Proceedings*), as well as note 32 to AB InBev's audited consolidated financial statements as of 31 December 2017 and 2016 and for the three years ended 31 December 2017, as set out in the Form 20-F, for a description of certain material contingencies which AB InBev believes are reasonably possible (but not probable) to be realised. Given the inherent uncertainty of litigation, it is possible that the Group might incur liabilities as a consequence of the proceedings and claims brought against it, including those that are not currently believed by the Group to be reasonably possible.

Moreover, companies in the alcoholic beverage industry and soft drink industry - including the Group's operations - are, from time to time, exposed to collective suits (class actions) or other litigation relating to alcohol advertising, alcohol abuse problems or health consequences from the excessive consumption of beer, other alcoholic beverages and soft drinks. As an illustration, the Group and certain other beer and other alcoholic beverage producers from Brazil, Canada, Europe and the United States have been involved in class actions and other litigation seeking damages for, among other things, alleged marketing of alcoholic beverages to underage consumers. If any of these types of litigation were to result in fines, damages or reputational damage to the Group or its brands, this could have a material adverse effect on the Group's business, results of operations, cash flows or financial position.

See Section 5 (*Description of the Issuer – Legal and Arbitration Proceedings*) for additional information on litigation matters.

The beer and beverage industry may be subject to adverse changes in taxation.

Taxation on beer, other alcoholic beverage and soft drink products in the countries in which the Group operates is comprised of different taxes specific to each jurisdiction, such as excise and other indirect taxes (such as VAT). In many jurisdictions, excise and other indirect taxes and duties, including additional duties resulting from legislation regarding minimum alcohol pricing, make up a large proportion of the cost of beer charged to customers. Increases in excise and other indirect taxes applicable to the Group's products either on an absolute basis or relative to the levels applicable to other beverages tend to adversely affect the Group's revenue or margins, both by reducing overall consumption of the Group's products and by encouraging consumers to switch to other categories of beverages. These increases also adversely affect the affordability of the Group's products and its profitability. In recent years, Russia, Ukraine, Australia, South Africa, Egypt, Singapore and Argentina, among others, increased beer excise taxes.

In Russia, between 2009 and 2016, the beer excise rate increased nearly tenfold - from RUB 3/litre to RUB 20/litre. Similarly, in Ukraine, between 2013 and 2017, the beer excise tax increased 219.5% from UAH 0.87/litre in 2013 to UAH 2.78/litre in January 2017. These tax increases have resulted in significant price increases in both countries, have had a significant impact on the Group's sales of beer in those countries, and may continue to do so. See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities - Negative publicity, perceived health risks and associated government regulations may harm the Group's business*) above.

In the United States, the brewing industry is subject to significant taxation. The United States federal government currently levies an excise tax on beer sold for consumption in the United States of USD 16 per barrel (equivalent to approximately 117 litres) for the first six million barrels and USD 18 per barrel thereafter. All states also levy excise and/or sales taxes on alcoholic beverages. From time to time, there are proposals to increase these taxes, and in the future these taxes could increase. Increases in excise taxes on alcohol could adversely affect the Group's United States business and its profitability.

In addition to excise taxes, additional charges may be levied in relation to tax stamps and other forms of fiscal marking. In the last year, the Group has seen a strong pressure to introduce costly fiscal marketing systems in several African markets, Russia and Ukraine. The cost of these marking schemes could adversely affect the Issuer's business in the relevant countries (including profitability).

Proposals to increase excise or other indirect taxes, may result from the current economic climate and may also be influenced by changes in the public perception regarding the consumption of beer and other alcoholic beverages. To the extent that the effect of the tax reforms described above or other proposed changes to excise and other indirect duties in the countries in which the Group operates is to increase the total burden of indirect taxation on the Group's products, the results of the Group's operations in those countries could be adversely affected.

In addition to excise and other indirect duties, the Group is subject to income and other taxes in the countries in which it operates. There can be no assurance that the operations of the Group's breweries and other facilities will not become subject to increased taxation by national, local or foreign authorities or that the Group and its subsidiaries will not become subject to higher corporate income tax rates or to new or modified taxation regulations and requirements.

For example, the work being carried out by the Organisation for Economic Co-operation and Development on base erosion and profit shifting or initiatives at EU level (including the anti-tax-avoidance directive adopted by the Council of the EU on 12 July 2016 ((EU) 2016/1164)) as a response to increasing globalisation of trade and business operations could result in changes in tax treaties, the introduction of new legislation, updates to existing legislation, or changes to regulatory interpretations of existing legislation, any of which could impose additional taxes on businesses. Furthermore, the U.S. tax reform legislation signed on 22 December 2017 (Public Law 115-97) (the "**Tax Act**"), known as the Tax Cuts and Jobs Act, brings major tax legislation changes into law. While the Tax Act reduces the statutory rate of U.S. federal corporate income tax to 21% and provides an exemption for certain dividends from 10%-owned foreign subsidiaries, the Tax Act expands the tax base by introducing further limitations on deductibility of interest, the imposition of a "base erosion and anti-abuse tax" and the imposition of minimum tax for "global intangible low-tax income" among other changes which would adversely impact the Group's results of operations. The overall impact of the Tax Act also depends on the future interpretations and regulations that may be issued by U.S. tax authorities, and it is possible that future guidance could adversely impact the Group. Additionally, international global climate change negotiations and other international treaties, such as the Montreal Protocol, increasingly encourage countries to introduce regulations and other measures to mitigate greenhouse gas emissions, including carbon taxes. Any such increases or changes in taxation would tend to adversely impact the Issuer's results of operations.

The Group is exposed to antitrust and competition laws in certain jurisdictions and the risk of changes in such laws or in the interpretation and enforcement of existing antitrust and competition laws. In addition, in connection with previous acquisitions various regulatory authorities have previously imposed conditions with which the Issuer is required to comply.

The Group is subject to antitrust and competition laws in the jurisdictions in which it operates. Consequently, the Group may be subject to regulatory scrutiny in certain of these jurisdictions. For instance, in June 2016, the European Commission announced an investigation into alleged abuse of a dominant position by the Issuer. In Belgium on 30 November 2017, the European Commission informed the Issuer of its preliminary view in a Statement of Objections that these practices are an infringement and invited the Issuer to respond, which it will do. The fact that a Statement of Objections has been issued does not mean that the European Commission has concluded that there is an infringement. In addition, the Issuer's Brazilian listed subsidiary, Ambev, has been subject to monitoring by antitrust authorities in Brazil. See Section 5 (*Description of the Issuer – Legal and Arbitration Proceedings*). There can be no assurance that the introduction of new competition laws in the jurisdictions in which the Group operates, the interpretation of existing antitrust or competition laws, the enforcement of existing antitrust or competition laws by competent authorities or civil antitrust litigation by private parties, or any agreements with competent antitrust or competition authorities, against the Group or its subsidiaries, including Ambev, will not affect the Group's business or the businesses of its subsidiaries in the future or have a financial impact.

The Group had to obtain regulatory clearances for the Combination in over 30 jurisdictions and certain regulatory authorities imposed conditions in connection therewith, including the United States, South Africa, Botswana, Malawi, Zambia, Zimbabwe, Ecuador, Colombia, El Salvador, Australia and Moldova.

The terms and conditions of any authorisations, approvals and/or clearances obtained to date, or other actions taken by a regulatory authority following the closing of the Combination to obtain further authorisations, approvals

and/or clearances may require, among other things, the divestiture of the Group's assets or businesses to third parties, changes to the Group's operations, restrictions on its ability to operate in certain jurisdictions, restrictions on the two businesses combining their operations in certain jurisdictions or other commitments to regulatory authorities regarding ongoing operations. Any such actions could have a material adverse effect on the Issuer's business and diminish substantially the synergies and the advantages which it expects to achieve from the Combination.

In addition, divestitures and other commitments made in order to obtain regulatory approvals, or the Issuer's failure to comply with such commitments, may have an adverse effect on its business, results of operations, financial condition and prospects. These or any conditions, remedies or changes also reduce the price the Issuer is able to obtain for such disposals or imposing additional costs on or limiting its revenues, any of which might have a material adverse effect on the Issuer and its results of operations.

AB InBev's subsidiary, Ambev, operates a joint venture in Cuba, in which the Government of Cuba is its joint venture partner. Cuba remains subject to comprehensive economic and trade sanctions by the United States and Ambev's operations in Cuba may adversely affect the Group's reputation and the liquidity and value of its securities.

On 28 January 2014, a subsidiary of Former AB InBev's subsidiary Ambev acquired from Former AB InBev a 50% equity interest in Cervecería Bucanero S.A., a Cuban company in the business of producing and selling beer. Consequently, AB InBev indirectly owns, through its subsidiary Ambev, a 50% equity interest in Cervecería Bucanero S.A. The other 50% equity interest is owned by the Government of Cuba. Cervecería Bucanero S.A. is operated as a joint venture in which Ambev appoints the general manager. Cervecería Bucanero S.A.'s main brands are Bucanero and Cristal, but it also imports and sells in Cuba other brands produced by certain of AB InBev's non-U.S. subsidiaries. In 2017, Cervecería Bucanero S.A. sold 1.8 million hectolitres, representing about 0.3% of the Former AB InBev Group's global volume of 613 million hectolitres for the year. Although Cervecería Bucanero S.A.'s production is primarily sold in Cuba, a small portion of its production is exported to and sold by certain distributors in other countries outside Cuba (but not in the United States).

The United States Treasury Department's Office of Foreign Assets Control and the United States Commerce Department together administer and enforce broad and comprehensive economic and trade sanctions based on United States foreign policy towards Cuba. Although the Group's operations in Cuba through its subsidiary Ambev are quantitatively immaterial, the Group's overall business reputation may suffer or it may face additional regulatory scrutiny as a result of the Group's activities in Cuba based on the identification of Cuba as a target of U.S. economic and trade sanctions.

In addition, the Cuban Liberty and Democratic Solidarity (LIBERTAD) Act of 1996 (known as the "**Helms-Burton Act**") authorises private lawsuits for damages against anyone who traffics in property confiscated without compensation by the Government of Cuba from persons who at the time were, or have since become, nationals of the U.S. Although this section of the Helms-Burton Act is currently suspended by discretionary presidential action, the suspension may not continue in the future. Claims accrue notwithstanding the suspension and may be asserted if the suspension is discontinued. The Helms-Burton Act also includes a section that authorises the U.S. Department of State to prohibit entry into the United States of non-U.S. persons who traffic in confiscated property, and corporate officers and principals of such persons, and their families. In 2009, Former AB InBev received notice of a claim purporting to be made under the Helms-Burton Act relating to the use of a trademark by Cervecería Bucanero S.A., which is alleged to have been confiscated by the Cuban government and trafficked by Former AB InBev through its former ownership and management of Cervecería Bucanero S.A. Although AB InBev has attempted to review and evaluate the validity of the claim, due to the uncertain underlying circumstances, AB InBev is currently unable to express a view as to the validity of such claim, or as to the claimants' standing to pursue it.

The Group may not be able to recruit or retain key personnel.

In order to develop, support and market its products, the Group must hire and retain skilled employees with particular expertise. The implementation of the Group's strategic business plans could be undermined by a failure to recruit or retain key personnel or the unexpected loss of senior employees, including in acquired companies.

The Group faces various challenges inherent in the management of a large number of employees across diverse geographical regions. It is not certain that the Group will be able to attract or retain its key employees and successfully manage them, which could disrupt its business and have an unfavourable material effect on its financial position, its income from operations and its competitive position.

The Group is exposed to labour strikes and disputes that could lead to a negative impact on its costs and production level.

The Group's success depends on maintaining good relations with its workforce. In several of its operations, a majority of the Group's workforce is unionised. For instance, a majority of the hourly employees at the Group's breweries in several key countries in different geographies are represented by unions. The Group's production may be affected by work stoppages or slowdowns as a result of disputes under existing collective labour agreements with labour unions. The Group may not be able to satisfactorily renegotiate its collective labour agreements when they expire and may face tougher negotiations or higher wage and benefit demands. Furthermore, a work stoppage or slowdown at the Group's facilities could interrupt the transport of raw materials from its suppliers or the transport of its products to its customers. Such disruptions could put a strain on the Group's relationships with suppliers and clients and may have lasting effects on its business even after the disputes with its labour force have been resolved, including as a result of negative publicity.

The Group's production may also be affected by work stoppages or slowdowns that affect its suppliers, distributors and retail delivery/logistics providers as a result of disputes under existing collective labour agreements with labour unions, in connection with negotiations of new collective labour agreements, as a result of supplier financial distress, or for other reasons.

A strike, work stoppage or slowdown within the Group's operations or those of its suppliers, or an interruption or shortage of raw materials for any other reason (including but not limited to financial distress, natural disaster, or difficulties affecting a supplier) could have a material adverse effect on the Group's earnings, financial condition and ability to operate its business.

The Issuer's United States organisation has approximately 5,100 hourly brewery workers represented by the International Brotherhood of Teamsters. Their compensation and other terms of employment are governed by collective bargaining agreements negotiated between the Issuer and the International Brotherhood of Teamsters, which expire on 28 February 2019.

Information technology failures, including those that affect the privacy and security of sensitive customer and business information, could damage the Group's reputation and it could suffer a loss of revenue, incur substantial additional costs and become subject to litigation and regulatory scrutiny.

The Group relies on information technology systems to process, transmit, and store large amounts of electronic data, including personal information. The Group engages in e-commerce in nearly two dozen countries which includes direct sales to some consumers. Additionally, a significant portion of the communication between its personnel, customers, and suppliers depends on information technology. As with all large systems, the Group's information systems may be vulnerable to a variety of interruptions due to events beyond its control, including, but not limited to, natural disasters, terrorist attacks, telecommunications failures, computer viruses, hackers or other security issues.

The Group depends on information technology to enable it to operate efficiently and interface with customers, as well as to maintain in-house management and control. The Group also collects and stores non-public personal information that customers provide to purchase products or services, including personal information and payment information. The Group has entered into various information technology services agreements pursuant to which its information technology is partially outsourced to leading vendors, and the Group may share information about customers and employees with vendors that assist with certain aspects of its business.

In addition, the concentration of processes in shared services centres means that any technology disruption could impact a large portion of the Group's business within the operating regions served. Any transitions of processes to, from, or within shared services centres as well as other transformational projects could lead to business disruptions. If it does not allocate, and effectively manage, the resources necessary to build and sustain the proper technology infrastructure, the Group could be subject to transaction errors, processing inefficiencies, loss of customers, business disruptions, or the loss of or damage to intellectual property through a security breach. As with all information technology systems, the Group's system could also be penetrated by outside parties intent on extracting information, corrupting information or disrupting business processes.

The Group takes various actions with the aim of minimising potential technology disruptions, such as investing in intrusion detection solutions, proceeding with internal and external security assessments, building and implementing business continuity plans and reviewing risk management processes. These protections may be compromised as a result of third-party security breaches, burglaries, cyber-attack, errors by employees or

employees of third-party vendors, of contractors, misappropriation of data by employees, vendors or unaffiliated third parties, or other irregularities that may result in persons obtaining unauthorised access to company data or otherwise disrupting the Group's business. For example, if outside parties gained access to confidential data or strategic information and appropriated such information or made such information public, this could harm the Group's reputation or its competitive advantage, or could expose it or its customers to a risk of loss or misuse of information. More generally, technology disruptions could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

While the Group continues to invest in new technology monitoring and cyber-attack prevention systems, no commercial or government entity can be entirely free of vulnerability to attack or compromise given how rapidly and unpredictably techniques evolve to obtain unauthorised access or disable or degrade service. During the normal course of business, the Group has experienced and continues to expect to experience attempted breaches of its technology systems and networks from time to time. In 2017, as in previous years, the Group experienced several attempted breaches of its technology systems and networks. None of the attempted breaches of the Group's systems (as a result of cyber-attacks, security breaches or similar events) had a material impact on its business or operations or resulted in known material unauthorised access to its data or its customer data.

Natural and other disasters could disrupt the Group's operations.

The Group's business and operating results could be negatively impacted by natural, social, technical or physical risks, such as a widespread health emergency (or concerns over the possibility of such an emergency), earthquakes, hurricanes, flooding, fire, water scarcity, power loss, loss of water supply, telecommunications and information technology system failures, cyber-attacks, labour disputes, political instability, military conflict and uncertainties arising from terrorist attacks, including a global economic slowdown, the economic consequences of any military action and associated political instability.

The Group's insurance coverage may not be sufficient.

The Group purchases insurance for director and officer liability and other coverage where required by law or contract or where considered to be in the best interest of the company. Under the Co-operation Agreement, the Group has also procured the provision of directors' and officers' insurance for former directors and officers of Former ABI SAB for a period of six years following the completion of the Combination. Even though the Group will maintain these insurance policies, it self-insures most of its insurable risk. Should an uninsured loss or a loss in excess of insured limits occur, this could adversely impact the Group's business, results of operations and financial condition.

The Group may be unable to influence its associates in which it has minority investments.

A portion of the Group's global portfolio consists of associates in new or developing markets, including investments where the Group may have a lesser degree of control over the business operations. For example, through the Group's investment in the beverage operations of Société des Brasseries et Glacières Internationales and B.I.H. Brasseries Internationales Holding Limited it has exposure to a number of countries in Africa, and through its investment in Anadolu Efes, it has exposure to Turkey and countries in the Commonwealth of Independent States. The Group faces several challenges inherent to these various culturally and geographically diverse business interests. Although the Group works with its associates on the implementation of appropriate processes and controls, it also faces additional risks and uncertainties with respect to these minority investments because it may be dependent on systems, controls and personnel that are not under its control, such as the risk that its associates may violate applicable laws and regulations, which could have an adverse effect on the Group's business, reputation, results of operations and financial condition. For more information, see Section 2 (Risk Factors – Risks relating to the Obligors and their activities - If the Group does not successfully comply with applicable anti-corruption laws, export control regulations and trade restrictions, it could become subject to fines, penalties or other regulatory sanctions, as well as to adverse press coverage, which could cause its reputation, its sales or its profitability to suffer).

Factors which are material for the purpose of assessing risk related to the Notes generally, the structure of particular issues and the market risks associated with Notes issued under the Programme

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Since the Issuer is a holding company that conducts its operations through subsidiaries, the right to receive payments on the relevant Notes and the Guarantees is subordinated to the other liabilities of the Issuer's subsidiaries which are not Guarantors.

The Issuer is organised as the holding company for the operations of the Group, and substantially all of the operations of the Group are carried on through subsidiaries of the Issuer. The Issuer's principal sources of income are the dividends and distributions the Issuer receives from its subsidiaries.

The Issuer's ability to meet its financial obligations is dependent upon the availability of cash flows from its domestic and foreign subsidiaries and affiliated companies through dividends, intercompany advances, management fees and other payments. The Issuer's subsidiaries and affiliated companies are not required and may not be able to pay dividends to the Issuer. Only certain of the Issuer's subsidiaries are Guarantors of the Notes. Claims of the creditors of the Issuer's subsidiaries which are not Guarantors have priority as to the assets of such subsidiaries over the claims of creditors of the Issuer. Consequently, Noteholders are structurally subordinated, on the Issuer's insolvency, to the prior claims of the creditors of the Issuer's subsidiaries who are not Guarantors.

The Guarantees provided by the Guarantors may be released in certain circumstances.

Each of the Guarantors may terminate its Guarantee in the event that (A)(i) the relevant Guarantor is released from its Guarantee of, or is not, or is no longer, an Obligor under, the Issuer's 2010 Senior Facilities Agreement (as defined above) and (ii) the aggregate amount of indebtedness for borrowed money for which the relevant Guarantor is an obligor (as a guarantor or borrower) does not exceed 10% of the consolidated gross assets of the Group as reflected in the balance sheet included in its most recent publicly released interim or annual consolidated financial statements; or (B) the relevant Guarantor ceases to be a Subsidiary of the Issuer or disposes of all or substantially all of its assets to a Person who is not a Subsidiary of the Issuer.

If the Guarantees by the Guarantors are released, the Issuer is not required to replace them, and the relevant Notes will have the benefit of fewer or no Guarantees for the remaining maturity of the relevant Notes.

Should the Guarantors default on their Guarantees, a holder's right to receive payments on the Guarantees may be adversely affected by the insolvency laws of the jurisdiction of organisation of the defaulting Guarantors.

The Issuer and the Guarantors are organised under the laws of various jurisdictions, and it is likely that any insolvency proceedings applicable to a Guarantor would be governed by the law of its jurisdiction of organisation. The insolvency laws of the various jurisdictions of organisation of the Guarantors may vary as to treatment of unsecured creditors and may contain prohibitions on the Guarantor's ability to pay any debts existing at the time of the insolvency.

Since the Issuer is a Belgian company, Belgian insolvency laws may adversely affect a recovery by the holders of amounts payable under the Notes.

There are two types of insolvency procedures under Belgian law: (i) the judicial restructuring (*réorganisation judiciaire/gerechtelijke reorganisatie*) procedure and (ii) the bankruptcy (*faillite/faillissement*) procedure, each of which is described below.

A proceeding for a judicial restructuring may be commenced if the continuation of the debtor's business is, either immediately or in the future, at risk. The continuation of the debtor's business is, in any event, deemed to be at risk if, as a result of losses, the debtor's net assets have declined to less than 50% of its stated capital.

A request for a judicial restructuring is filed on the initiative of the debtor by a petition. The court can consider a preliminary suspension of payments during an initial period of six months, which can be extended by up to a maximum period of six months at the request of the company. In exceptional circumstances and in the interest of the creditors, there may be an additional extension of six months. In principle, during the initial suspension period, the debtor cannot be dissolved or declared bankrupt save on its own request. However, the initial suspension period can be terminated if it becomes manifestly clear that the debtor will not be able to continue its business. Following early termination of the initial suspension period, the debtor can be dissolved or declared bankrupt. As a rule, creditors cannot enforce their rights against the debtor's assets during the period of preliminary suspension of payments, except in the following circumstances: (i) failure by the debtor to pay interest or charges falling due in the course of the preliminary suspension period, (ii) failure by the debtor to pay any new debts (e.g. debts which have arisen after the date of the preliminary suspension of payments), or (iii) enforcement by a creditor of security over receivables (other than cash) or financial instruments (or certain contractual set-off arrangements) pursuant to the Belgian Act of 15 December 2004 on financial collateral.

During the preliminary suspension period, the debtor must draw up a restructuring plan which must be approved by a majority of its creditors who were present at a meeting of creditors and whose aggregate claims represent over half of all outstanding claims of the debtor. The restructuring plan must have a maximum duration of five years. This plan will be approved by the court provided the plan does not violate the formalities required by the judicial restructuring legislation nor public policy. The plan will be binding on all creditors listed in the plan. Enforcement rights of creditors secured by certain types of *in rem* rights are not bound by the plan. Such creditors may, as a result, enforce their security from the beginning of the final suspension period. Under certain conditions, and subject to certain exceptions, enforcement by such creditors can be suspended for up to 24 months (as from the date on which the court ratifies the restructuring plan). Under further conditions, this period of 24 months may be extended by a further 12 months.

Any provision providing that an agreement would be terminated as the result of a debtor entering a judicial composition is ineffective, subject to the limited exceptions set forth in the Belgian Act of 15 December 2004 on financial collateral.

The above essentially describes the so-called judicial restructuring by collective agreement of the creditors. The judicial restructuring legislation also provides for alternative judicial restructuring procedures, including (i) by amicable settlement between the debtor and two or more of its creditors and (ii) by court-ordered transfer of part or all of the debtor's business.

A company which, on a sustained basis, has ceased to make payments and whose credit is impaired will be deemed to be in a state of bankruptcy. Within one month after the cessation of payments, the company must file for bankruptcy. If the company is late in filing for bankruptcy, its directors could be held liable for damages to creditors as a result thereof. Bankruptcy procedures may also be initiated on the request of unpaid creditors or on the initiative of the public prosecutor.

Once the court decides that the requirements for bankruptcy are met, the court will establish a date before which claims for all unpaid debts must be filed by creditors. A bankruptcy trustee will be appointed to assume the operation of the business and to organise a sale of the debtor's assets, the distribution of the proceeds thereof to creditors and the liquidation of the debtor.

Payments or other transactions (as listed below but subject to certain exceptions) made by a company during a certain period of time prior to that company being declared bankrupt (the "**suspect period**") (*période suspecte/verdachte periode*) can be voided for the benefit of the creditors. The court will determine the date of commencement and the duration of the suspect period. This period starts on the date of sustained cessation of payment of debts by the debtor. The court can only determine the date of sustained cessation of payment of debts if it has been requested to do so by a creditor proceeding for a bankruptcy judgment or if proceedings are initiated to that effect by the bankruptcy trustee or by any other interested party. This date cannot be earlier than six months before the date of the bankruptcy judgment, unless a decision to dissolve the company was made more than six months before the date of the bankruptcy judgment, in which case the date could be the date of such decision to dissolve the company. The ruling determining the date of commencement of the suspect period or the bankruptcy judgment itself can be opposed by third parties, such as other creditors, within 15 days following the publication of that ruling in the Belgian Official Gazette.

The transactions which (subject to certain exceptions) can or must be voided under the bankruptcy rules for the benefit of the bankrupt estate include (i) any transaction entered into by a Belgian company during the suspect period if the value given to creditors significantly exceeded the value the company received in consideration, (ii) any transaction entered into by a company which has stopped making payments if the counter party to the transaction was aware of the suspension of payments, (iii) security interests granted during the suspect period if they intend to secure a debt which existed prior to the date on which the security interest was granted, (iv) any payments (in whatever form, i.e. money or in kind or by way of set-off) made during the suspect period of any debt which was not yet due, as well as all payments made during the suspect period other than with money or monetary instruments (i.e. checks, promissory notes, etc.), and (v) any transaction or payment effected with fraudulent intent irrespective of its date.

Following a judgment commencing a bankruptcy proceeding, enforcement rights of individual creditors are suspended (subject to exceptions set forth in the Belgian Act of 15 December 2004 on financial collateral). Creditors secured by *in rem* rights which can be enforced on movable assets, such as share pledges, will regain their ability to enforce their rights under the security after the bankruptcy trustee has verified the creditors' claims.

Since certain of the Guarantors are Luxembourg companies, Luxembourg insolvency laws may adversely affect a recovery by Noteholders of amounts payable under the Notes.

Insolvency

Pursuant to Luxembourg insolvency laws, Noteholders' ability to receive payment under the Notes may be more limited than would be the case under other applicable bankruptcy laws. Under Luxembourg law, the following types of proceedings (together referred to as insolvency proceedings) may be initiated against a company having its "center of main interests" or an "establishment" (both terms within the meaning of Regulation (EU) 2015/848 of the European Parliament and of the Council dated 20 May 2015 (the "**New EU Insolvency Regulation**")) in Luxembourg:

- (i) bankruptcy proceedings (*faillite*), the opening of which may be requested by the company, by any of its creditors or by the courts ex officio. Following such a request, the Luxembourg courts having jurisdiction may open bankruptcy proceedings if a Luxembourg company: (A) is in a state of cessation of payments (*cessation des paiements*) and (B) has lost its commercial creditworthiness (*ébranlement de crédit*). The main effect of such proceedings is the sale of the assets and allocation of the proceeds of such sale between creditors taking into account their rank of privilege, as well as the suspension of all measures of enforcement against the company except, subject to certain limited exceptions, for enforcement by secured creditors and the payment of the secured creditors in accordance with their rank upon realisation of the assets;
- (ii) in addition, the managers or directors of a Luxembourg company that ceases its payments (i.e. is unable to pay its debts as they fall due with normal means of payment) must within a month of them having become aware of the company's cessation of payments, file a petition for bankruptcy (*faillite*) with the court clerk of the district court of the company's registered office. If the managers or directors fail to comply with such provision they may be held (i) liable towards the company or any third parties on the basis of principles of managers'/directors' liability for any loss suffered and (ii) criminally liable for simple bankruptcy (*banqueroute simple*) in accordance with Article 574 of the Luxembourg commercial code;
- (iii) controlled management proceedings (*gestion contrôlée*), the opening of which may only be requested by the company and not by its creditors and under which a Luxembourg court may order the provisional stay of enforcement of claims except for secured creditors;
- (iv) composition proceedings (*concordat préventif de la faillite*), the opening of which may only be requested by the company (subject to obtaining the consent of the majority of its creditors) and not by its creditors directly. The Luxembourg court's decision to admit a company to composition proceedings triggers a provisional stay on enforcement of claims by creditors except for secured creditors; or
- (v) in addition to these proceedings, Noteholders' ability to receive payment on the Notes may be affected by a decision of a Luxembourg court to grant a stay on payments (*sursis de paiement*) or to put a Luxembourg company into judicial liquidation (*liquidation judiciaire*). Judicial liquidation proceedings may be opened at the request of the public prosecutor against companies pursuing an activity violating criminal laws or that are in serious breach or violation of the Luxembourg commercial code or of the Luxembourg law of 10 August 1915 on commercial companies, as amended (the "**Companies Law 1915**"). The management of such liquidation proceedings will generally follow similar rules as those applicable to Luxembourg bankruptcy proceedings.

Liability of a Luxembourg company in respect of the Notes will, in the event of a liquidation of the company following bankruptcy or judicial liquidation proceedings, only rank after the cost of liquidation (including any debt incurred for the purpose of such liquidation) and any claims that are preferred under Luxembourg law. Preferential claims under Luxembourg law include, among others:

- remuneration owed to employees, if any (last six months' wages amounting to a maximum of six times the minimum social salary);
- employees' (if any) contributions to social security;
- certain amounts owed to the Luxembourg Revenue administrations;
- employer's contribution to social security (if any); and

- value-added tax and other taxes and duties owed to Luxembourg Customs and Excise.

Assets over which a security interest has been granted will in principle not be available for distribution to unsecured and non-preferred creditors (except after enforcement and to the extent a surplus is realised).

Impact of insolvency proceedings on transactions

During such insolvency proceedings, all enforcement measures by unsecured creditors are suspended. Other than as described above, the ability of certain secured creditors to enforce their security interest may also be limited, in particular in the event of controlled management proceedings expressly providing that the rights of secured creditors are frozen until a final decision has been taken by a Luxembourg court as to the petition for controlled management, and may be affected thereafter by a reorganisation order given by the court. A reorganisation order requires the prior approval by more than 50% of the creditors representing more than 50% of the relevant Luxembourg company's liabilities in order to take effect.

Furthermore, Noteholders should note that declarations of default and subsequent acceleration (such as acceleration upon the occurrence of an event of default) may not be enforceable during controlled management proceedings. However, during such controlled management proceedings a notice of default may still be served.

Luxembourg insolvency laws may also affect transactions entered into or payments made by a Luxembourg company during the preference period (*période suspecte*) which is a maximum of six months plus ten days preceding the judgment declaring bankruptcy, except that in certain specific situations the court may set the start of the suspect period at an earlier date. In particular:

- pursuant to Article 445 of the Luxembourg code of commerce (*Code de Commerce*), specified transactions (such as, in particular, the granting of a security interest for antecedent debts; payment of debts which have not fallen due, whether payment is made in cash or by way of assignment, sale, set-off or by any other means; the payment of debts which have fallen due by any means other than in cash or by bill of exchange; the sale of assets without consideration or with substantially inadequate consideration) entered into during the preference period (or the ten days preceding it) must be set aside or declared null and void, if so requested by the insolvency receiver;
- pursuant to Article 446 of the Luxembourg code of commerce, payments made for matured debts as well as other transactions concluded for consideration during the preference period are subject to cancellation by the court upon proceedings instituted by the insolvency receiver if they were concluded with the knowledge of the bankrupt party's cessation of payments; and
- pursuant to Article 448 of the Luxembourg code of commerce and Article 1167 of the Luxembourg civil code (*action paulienne*), the insolvency receiver (acting on behalf of the creditors) has the right to challenge any fraudulent payments and transactions, including the granting of security with an intent to defraud, made prior to the bankruptcy, without any time limit.

In principle, a bankruptcy order rendered by a Luxembourg court does not result in the automatic termination of contracts except for employment agreements and powers of attorney. The contracts, therefore, subsist after the bankruptcy order. However, the bankruptcy receiver may choose to terminate certain contracts so as to avoid worsening the financial situation of the company. As of the date of adjudication of bankruptcy, no interest on any unsecured claim will accrue vis-à-vis the bankruptcy estate. Insolvency proceedings may hence have a material adverse effect on a Luxembourg company's business and assets and such Luxembourg company's respective obligations under the Notes.

Finally, international aspects of Luxembourg bankruptcy, controlled management or composition proceedings may be subject to the New EU Insolvency Regulation. In particular, rights *in rem* over assets located in another jurisdiction where the New EU Insolvency Regulation will not be affected by the opening of insolvency proceedings, without prejudice however to the applicability of rules relating to the voidness, voidability or unenforceability of legal acts detrimental to all the creditors (subject to the application of Article 16 of the New EU Insolvency Regulation).

Modification.

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders

who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law.

The conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Only Direct Participants may deliver notices in respect of Notes held through the X/N Clearing System.

Noteholders should note that, pursuant to the terms and conditions of the Notes, for so long as any of the Notes are held through the X/N Clearing System, any notice to be given by a Noteholder in respect of its Notes must be given in accordance with the standard procedures of the X/N Clearing System, and may only be given by the person who is for the time being shown in the records of the X/N Clearing System as the holder of the relevant Notes (each a "**Direct Participant**").

Holders of beneficial interests in Notes ("**beneficial holders**") held through the X/N Clearing System wishing to deliver any notice pursuant to the terms and conditions of the Notes are advised to check with any Direct Participant or other intermediary (including any securities broker or financial institution) through which they hold their Notes when such intermediary would need to receive instructions from the beneficial holder, in order to meet any deadlines applicable to such notice. The fees and/or costs, if any, of the relevant Direct Participant or other intermediary in connection with the delivery of any such notice shall be borne by the relevant beneficial holder.

The Issuer, the Domiciliary Agent and the Dealers may engage in transactions adversely affecting the interests of Noteholders.

The Domiciliary Agent and the Dealers might have conflicts of interests which could have an adverse effect on the interests of Noteholders. Potential investors should be aware that the Issuer is involved in general business relationships and/or in specific transactions with the Domiciliary Agent and/or the Dealers and that they might have conflicts of interests which could have an adverse effect on the interests of Noteholders. Potential investors should also be aware that the Domiciliary Agent and the Dealers may hold from time to time debt securities, shares and/or other financial instruments of the Issuer.

The Guarantees provided by Brandbev and Brandbrew are subject to certain limitations.

For the purposes of the Guarantees provided by Brandbev and Brandbrew (the "**Luxembourg Guarantors**"), respectively, the maximum aggregate liability of the relevant Luxembourg Guarantor, under its Guarantee and as guarantor of the Other Guaranteed Facilities (as defined in the Conditions) (in each case excluding the relevant Luxembourg Guarantor's Guarantee), shall not exceed an amount equal to the aggregate of (without double counting): (i) the aggregate amount of all moneys received by the relevant Luxembourg Guarantor and its subsidiaries as a borrower or issuer under the Other Guaranteed Facilities; (ii) the aggregate amount of all outstanding intercompany loans made to it and its subsidiaries by other members of the Group which have been directly or indirectly funded using the proceeds of borrowings under the Other Guaranteed Facilities; and (iii) an amount equal to 100% of the greater of: (a) the sum of its own capital (*capitaux propres*) (as referred to in an article 34 of the Luxembourg Law of 19 December 2002 on the commercial register and annual accounts, as amended (the "**Law of 2002**")), and as implemented by the Grand-Ducal regulation dated 18 December 2015 setting out the form and the content of the presentation of the balance sheet and profit and loss account (the "**Regulation**") as reflected in the relevant Luxembourg Guarantor's then most recent annual accounts approved by the competent organ of such Luxembourg Guarantor (as audited by its *réviseur d'entreprises* (statutory auditor), if required by law) at the date of enforcement of such Luxembourg Guarantor's Guarantee, increased by the amount of any Intra-Group Liabilities; and (b) the sum of its own capital (*capitaux propres*) (as referred to in article 34 of the Law of 2002, and as implemented by the Regulation) as reflected in its most recent annual accounts available as at the Issue Date of the first Tranche of the relevant Series, increased by the amount of any Intra-Group Liabilities.

For the purpose of the above limitation, "**Intra-Group Liabilities**" shall mean any amounts owed by the relevant Luxembourg Guarantor to any other member of the Group and that have not been funded (directly or indirectly) using the proceeds of the issue of Notes or the Other Guaranteed Facilities.

In addition, the obligations and liabilities of a Luxembourg Guarantor under its Guarantee and under any of the Other Guaranteed Facilities, shall not include any obligation which, if incurred, would constitute a breach of the

provisions on unlawful financial assistance as contained in articles 430-19 or 1500-7, as applicable, of the Companies Law 1915.

The Guarantees provided by the Guarantors will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defences that may limit their validity and enforceability.

The Guarantees given by the Guarantors provide holders of Notes with a direct claim against the relevant Guarantor in respect of the Issuer's obligations under the Notes. Enforcement of each guarantee would be subject to certain generally available defences. Local laws and defences may vary, and may include those that relate to corporate benefit (*ultra vires*), fraudulent conveyance or transfer (*actio pauliana*), voidable preference, financial assistance, corporate purpose, liability in tort, subordination and capital maintenance or similar laws and concepts. They may also include regulations or defences which affect the rights of creditors generally.

When a Luxembourg company grants guarantees and security interests, applicable corporate procedures normally entail that the decision be approved by a board resolution or by the decision of delegates that have been appointed for such purpose. In addition, the granting of the envisaged guarantees must comply with the Luxembourg company's corporate object. The proposed action by the company must be "in the corporate interest of the company," which is a translation of the French *intérêt social*, an equivalent term to the English legal concept of corporate benefit. The concept of "corporate interest" is not defined by law, but has been developed by doctrine and court precedents and may be described as being "the limit of acceptable corporate behaviour."

Whereas the abovementioned limits of corporate power are based on objective criteria (provisions of law and of the articles of association), the concept of corporate benefit requires a subjective judgment. In a group context, the interest of the companies of the group taken individually is not entirely eliminated. With respect to security grantors incorporated in Luxembourg, even if the Companies Law 1915, does not provide for rules governing the ability of a Luxembourg company to guarantee the indebtedness of another entity of the same group, it is generally held that within a group of companies, in the context of a group of related companies, the existence of a group interest in granting upstream or cross-stream assistance under any form (including under the form of guarantee or security) to other group companies could constitute sufficient corporate benefit to enable a Luxembourg company to grant such guarantee or security, provided that the following conditions are met (and subject in any event to all the factual circumstances of the matter): (i) such guarantee must be given for the purpose of promoting a common economic, social and financial interest determined in accordance with policies applicable to the entire group, (ii) the commitment to grant such guarantee must not be without consideration and such commitment must not be manifestly disproportionate in view of the obligations entered into by other group companies, and (iii) such guarantee granted or any other financial commitments must not exceed the financial capabilities of the committing company.

Although the existence of a corporate interest in the granting of a guarantee on a group level is certainly important, the mere existence of such a group interest does not compensate for a lack of corporate interest for one or more of the companies of the group taken individually. The concept of corporate benefit is of particular importance in the context of misuse of corporate assets provided by Article 1500-11 of the Companies Law 1915. The failure to comply with the corporate benefit requirement will typically result in liability (personal and/or criminal) for the directors or managers of the guarantor concerned. The guarantees granted by a Luxembourg company could themselves be held void or unenforceable if their granting is contrary to Luxembourg public policy (*ordre public*). It should be stressed that, as is the case with all criminal offenses addressed by the Companies Law 1915, a director or a manager of a company will in general be prosecuted for misuse of corporate assets only if someone has lodged a complaint with the public prosecutor. This person may be an interested third party, e.g., a creditor, a minority shareholder, a liquidator or an insolvency receiver. In addition, it cannot be excluded that the public prosecutor could act on its own initiative if the existence of such a misuse of corporate assets became known to him. If there is a misuse of corporate assets criminally sanctioned by court, then this could, under general principles of law, have the effect that contracts concluded in breach of Article 1500-11 of the Companies Law 1915 will be held null and void.

The criteria mentioned above have to be applied on a case-by-case basis, and a subjective, fact-based judgment is required to be made, by the directors or managers of the relevant Luxembourg company. As a result of the above considerations, guarantees and foreign law security interests granted by a Luxembourg company may be subject to certain limitations, which will take the form of (if necessary) general limitation language (limiting the obligations of such Luxembourg company to a certain percentage of, *inter alia*, its net assets (*capitaux propres*) and certain intra-group liabilities), which is inserted in the relevant guarantees and other Notes documents and which covers the aggregate obligations and exposure of the relevant Luxembourg company under all Notes documents, the Guarantees and any other guaranteed agreements.

The registration of the Notes documents, the Notes, the Guarantees and the other transaction documents (and any document in connection therewith) with the *Administration de l'Enregistrement et des Domaines* in Luxembourg is required if the Notes documents, the Guarantees or the Notes are either (i) attached as an annex to an act (*annexés à un acte*) that itself is subject to mandatory registration or (ii) deposited in the minutes of a notary (*déposés au rang des minutes d'un notaire*). In such cases, as well as in case of a voluntary registration, the Notes documents, the Guarantees or the Notes will be subject to registration duties payable by the party registering, or being ordered to register, the Notes documents, the Guarantees or the Notes. Depending on the nature of the Notes documents and the Guarantees, such registration duties would be *ad valorem* (such as for instance a registration duty of 0.24% calculated on the amounts mentioned in those agreements) or fixed (such as for instance a registration duty of EUR 12 for a pledge or for the Notes). The Luxembourg courts or the official Luxembourg authority may require (when these are presented before them) that the Notes, the Guarantees, the Notes documents and any other transaction documents (and any document in connection therewith) and any judgment obtained in a foreign court be translated into French or German.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer.

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed/Floating Rate Notes.

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (including LIBOR and EURIBOR) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark". The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a

"benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks" (including LIBOR and EURIBOR): (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Instruments linked to or referencing a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Instruments linked to or referencing a "benchmark".

Future discontinuance of LIBOR or any other benchmarks may adversely affect the value of Floating Rate Notes which reference LIBOR or such other benchmarks

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

Investors should be aware that, if LIBOR were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference LIBOR will be determined for the relevant period by the fall-back provisions applicable to such Notes. Depending on the manner in which the LIBOR rate is to be determined under the Conditions, this may (i) be reliant upon the determination by an independent advisor of a successor rate or an alternative rate; (ii) be reliant upon the provision by reference banks of offered quotations for the LIBOR rate which, depending on market circumstances, may not be available at the relevant time; or (iii) result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference LIBOR.

The above-mentioned risks related to LIBOR may also impact other benchmarks in the future. Investors in Floating Rate Notes which reference such other benchmarks should be mindful of the applicable interest rate fall-back provisions applicable to such Notes and the adverse effect this may have on the value or liquidity of, and return on, any Floating Rate Notes which reference any such benchmark.

Notes issued at a substantial discount or premium.

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The Domiciliary Agent is not required to segregate amounts received by it in respect of any Notes.

The terms and conditions of the Notes and the Domiciliary Agency Agreement provide that the Issuer shall pay amounts due in respect of the Notes to the Domiciliary Agent and the Domiciliary Agent shall use such funds to make payment to the Noteholders. The obligations of the Issuer will be discharged by payment to, or to the order of, the Domiciliary Agent in respect of each amount so paid.

The Domiciliary Agent is not required to segregate any such amounts received by it in respect of the Notes, and in the event that the Domiciliary Agent were subject to insolvency proceedings at any time when it held any such amounts, Noteholders would not have any further claim against the Issuer or the Guarantors in respect of such amounts, and would be required to claim such amounts from the Domiciliary Agent in accordance with applicable insolvency laws.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally.

Notes may have no established trading market when issued, and one may never develop. Liquidity may be affected if Notes are allocated to only a limited number of investors or if a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes and the Guarantors will make any payments under their respective guarantees in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks.

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

3. INFORMATION ABOUT THE PROGRAMME

The following is an overview of the Programme and the key terms of the Notes. The full text of the Terms and Conditions of the Notes are contained in Appendix B (*Terms and Conditions of the Notes*).

It is important that you read the entirety of this Base Prospectus before you invest in any Notes. It is also recommended that you consult your financial adviser or any other professional adviser before you decide to invest in any Notes.

INFORMATION ABOUT THE PROGRAMME

What is the Programme?

The Programme is a debt issuance programme under which Anheuser-Busch InBev SA/NV, as the Issuer under the Programme, may, from time to time, issue debt instruments. In this Base Prospectus these debt instruments are referred to as Notes. Notes are also commonly referred to as bonds.

The Programme is constituted by a set of master documents containing standard terms and conditions and other contractual provisions that can be used by the Issuer to undertake any number of issues of Notes from time to time in the future, subject to a maximum limit of €40,000,000,000 (or its equivalent in other currencies) in principal amount of debt instruments outstanding at any time under the Programme.

The standard terms and conditions that can be used by the Issuer to undertake each issue of Notes are contained in a set of provisions referred to as the Terms and Conditions, as set out in this Base Prospectus in Appendix B (*Terms and Conditions of the Notes*).

The Programme was updated on 12 December 2018.

Refer to
Appendix B
(*Terms and Conditions of the Notes*)
beginning on
page 186

How are Notes issued under the Programme?

Whenever the Issuer decides to issue Notes, it undertakes what is commonly referred to as a "drawdown".

On a drawdown, documents which are supplementary to the Programme master documents are produced, indicating which provisions in the master documents are relevant to that particular drawdown and setting out the terms of the Notes to be issued under the drawdown. The key supplementary documents of which you will need to be aware when deciding whether to invest in Notes issued as part of a drawdown over the 12 month period from the date of this Base Prospectus are: (a) any supplement to this Base Prospectus published after the date of this Base Prospectus and (b) the applicable final terms document (referred to herein as the Final Terms) for such Notes.

In the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes and whose inclusion or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Group, and the rights attaching to the Notes, the Issuer will prepare and publish a supplement to this Base Prospectus or prepare and publish a new base prospectus, in each case, for use in connection with such Notes and any subsequent issue of Notes.

The Terms and Conditions of the Notes cater for all the permutations of provisions that the Issuer envisages being likely to be applicable to issues under the Programme, with the Final Terms for each issue setting out the specific commercial terms applicable to the issue and the extent to which the provisions in the Terms and Conditions of the Notes are applicable. Each Final Terms is intended to be read alongside the Terms and Conditions of the Notes, and the two together provide the specific terms of the Notes relevant to a specific drawdown.

Appendix B
(*Terms and Conditions of the Notes*)
beginning on
page 186 and
the Section 14
(*Form of Final Terms*)
beginning on
page 166

What types of Notes may be issued under the Programme?

Three types of Notes may be issued under this Base Prospectus: Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes, or any combination of these.

Fixed Rate Notes are Notes where the interest rate payable by the Issuer is determined prior to issue, and remains fixed throughout the life of the Notes.

Appendix B
(*Terms and Conditions of the Notes*)
beginning on
page 184 and
Section 14
(*Form of Final Terms*)

See Section 4 (*How the Return on Your Investment is Calculated*) for a worked example showing how the return on an issue of Fixed Rate Notes is calculated. Floating Rate Notes are Notes where the interest rate is calculated by reference to a fluctuating benchmark rate. Under the Programme, that benchmark rate may be either an ISDA defined rate, or an inter-bank offered rate, such as the Euro-Zone inter-bank offered rate (or any successor or replacement rate) ("**EURIBOR**") or the London inter-bank offered rate (or any successor or replacement rate) ("**LIBOR**"). The floating interest rate is recalculated on or around the start of each new interest period and applies for the length of that interest period. Therefore, Floating Rate Notes in effect have a succession of fixed interest rates. Although the floating interest rate will be based on the benchmark rate, it may also include a fixed percentage margin which is added to the benchmark rate. See Section 4 (*How the Return on Your Investment is Calculated*) for a worked example showing how the return on an issue of Floating Rate Notes is calculated.

Zero Coupon Notes are Notes which do not carry any interest but are generally issued at a deep discount to their principal amount. If held to maturity, Zero Coupon Notes are repaid at their redemption amount as specified in the applicable Final Terms. Therefore, if you purchase Zero Coupon Notes on their issue date and hold them to maturity, your return will be the difference between the issue price and the redemption amount of the Zero Coupon Notes paid on maturity. Alternatively, you might realise a return on Zero Coupon Notes through a sale prior to their maturity.

The specific details of each Note issued will be specified in the applicable Final Terms.

How will the price of the Notes be determined?	Notes may be issued at their principal amount or at a discount or premium to their principal amount. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer or Dealers at the time of "pricing" of the Notes in accordance with prevailing market conditions. The issue price for each Tranche will be specified in the applicable Final Terms.	N/A
What is the yield on Fixed Rate Notes?	The yield in respect of each issue of Fixed Rate Notes will be calculated on the basis of the issue price and specified in the applicable Final Terms. Yield is not an indication of future price. The Final Terms in respect of any Floating Rate Notes will not include any indication of yield.	N/A
Will the Notes issued under the Programme have a credit rating?	Issues of Notes issued under the Programme may be specifically rated. Any such ratings will not necessarily be the same as the rating assigned to the Issuer or to any other issues of Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the " CRA Regulation ").	N/A

Will I be able to trade the Notes issued under the Programme?	<p>Application has been made to admit Notes issued during the period of 12 months from the date of this Base Prospectus to the Official List of the UK Listing Authority and to admit them to trading on London Stock Exchange's regulated market. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market.</p> <p>Once listed, the Notes may be purchased or sold through a broker. The market price of the Notes may be higher or lower than their issue price depending on, among other things, the level of supply and demand for the Notes, movements in interest rates and the financial performance of the Issuer, the Guarantors and the Group. (See Section 2 (<i>Risk Factors - Risks related to the market generally</i>)). There is no prior or active trading market for the Notes and such trading market may not develop.</p>	Refer to Section 15 (<i>Additional Information – paragraph 1</i>) on page 179
Who is issuing the Notes?	The Notes will be issued by Anheuser-Busch InBev SA/NV.	Appendix B (<i>Terms and Conditions of the Notes</i>) beginning on page 186
Who is guaranteeing the Notes?	<p>The payment of all amounts due in respect of Notes issued by Anheuser-Busch InBev SA/NV will be unconditionally and irrevocably guaranteed on a joint and several basis (in certain cases up to a maximum statutory amount) by whichever of:</p> <p>Anheuser-Busch Companies, LLC; Anheuser-Busch InBev Finance Inc.; Anheuser-Busch InBev Worldwide Inc.; Brandbev S.à r.l.; Brandbrew S.A.; or Cobrew NV,</p> <p>as are specified as a Guarantor in the applicable Final Terms.</p>	Appendix B (<i>Terms and Conditions of the Notes</i>) beginning on page 186
What is the relationship between the Issuer and the Group?	The Issuer is the parent company of the Group.	Section 5 (<i>Description of the Issuer</i>) beginning on page 69
What will Noteholders receive in a winding-up of the Issuer and the Group?	<p>If the Issuer or a Guarantor (if applicable) becomes insolvent and is unable to pay its debts, an administrator or liquidator would be expected to make distributions to its creditors in accordance with a statutory order of priority.</p> <p>As described in Condition 2.1 (<i>Status of the Notes and the Guarantees—Status of the Notes</i>), the Notes are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3.1 (<i>Covenants - Negative Pledge</i>)) unsecured obligations of the Issuer and rank <i>pari passu</i> (i.e., equally in right of payment) among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding. "Direct" indicates that these are notes issued by, and backed by the credit of, the Issuer; "unconditional" means that rights and obligations created under the Notes are not dependent on any other documents or actions; "unsubordinated" means that no other unsecured creditors of the Issuer will have priority of payment before these Notes; and "unsecured" indicates that the obligations of the Issuer and the Guarantors to pay interest and principal on the Notes will not be secured and Noteholders will not have recourse to any security or other assets of the Issuer or the Guarantors should the Issuer default on its payment obligations in respect of any Note (or any Guarantor fail to make payment under its respective Guarantee).</p>	Appendix B (<i>Terms and Conditions of the Notes</i>) – Condition 2.1 (<i>Status of the Notes and the Guarantees—Status of the Notes</i>)

		Refer to
	An investor's claim as a Noteholder would be expected to rank after the claims of any holders of the Issuer's secured debt or other creditors that are given preferential treatment by applicable laws of mandatory application relating to creditors but ahead of any shareholder of the Issuer or the Guarantors, as applicable.	
Are the Notes secured?	No, as of the date the Notes are issued, the obligations of the Issuer to pay interest and principal on the Notes and the payment obligations of the Guarantors under the Guarantees will not be secured either by the Issuer, any Guarantor or any other member of the Group's assets or otherwise.	N/A
What is a negative pledge?	The Notes contain a negative pledge provision with respect to the Issuer, the Guarantors and certain of the Issuer's subsidiaries. In general terms, a negative pledge provision restricts an issuer of unsecured notes from granting security over assets for other comparable debt securities without granting similar security to notes containing the negative pledge provision. Its purpose is to provide price protection for the notes containing the negative pledge: if an issuer issued similar notes that had the benefit of security, investors might be more likely to purchase the secured bonds, which may adversely affect the price of the unsecured notes.	Appendix B (<i>Terms and Conditions of the Notes</i>) - (Condition 3.1 - Covenants – Negative Pledge)
Do the Notes have voting rights?	<p>Noteholders have certain rights to vote at meetings of the Noteholders, but are not entitled to vote at any meeting of shareholders of the Issuer, the Guarantors or any other member of the Group.</p> <p>The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit majorities of certain sizes to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a different manner than the majority did.</p>	Appendix B (<i>Terms and Conditions of the Notes</i>) - (Condition 13 - Meetings of Noteholders and Modification) beginning on page 211
Can the Terms and Conditions of the Notes be amended?	<p>The Terms and Conditions of the Notes provide that the Issuer and the Domiciliary Agent may agree, without the consent of the Noteholders, to any modification (except where such modification relates to a matter listed in the Belgian Companies Code as requiring the consent of a specified majority of Noteholders) of the Notes which is not prejudicial to the interests of the Noteholders or to any modification of the Notes which is a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law.</p> <p>Noteholders may also sanction a modification of the Terms and Conditions of the Notes by passing an Extraordinary Resolution.</p>	Appendix B (<i>Terms and Conditions of the Notes</i>) - (Condition 13 - Meetings of Noteholders and Modification) beginning on page 211
What will the proceeds be used for?	The net proceeds from each issue of Notes will be used by the Issuer to repay short-term and/or long-term debt of the Group applied for the general corporate purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds this will be stated in the applicable Final Terms.	Section 13 (<i>Use of Proceeds</i>) on pages 164 to 165
What if I have further questions?	If you are unclear in relation to any matter, or uncertain if any Notes offered under the Programme are a suitable investment, you should seek professional advice from your broker, solicitor, accountant or other independent financial adviser before deciding whether or not to invest.	N/A

4. HOW THE RETURN ON YOUR INVESTMENT IS CALCULATED

The following section sets out worked examples of how the interest amounts are calculated under a variety of scenarios and how the redemption provisions will affect the Notes.

HOW THE RETURN ON YOUR INVESTMENT IS CALCULATED

THE WORKED EXAMPLES PRESENTED BELOW ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE IN NO WAY REPRESENTATIVE OF ACTUAL PRICING.

THESE WORKED EXAMPLES ARE INTENDED TO DEMONSTRATE HOW AMOUNTS PAYABLE UNDER THE NOTES ARE CALCULATED UNDER A VARIETY OF SCENARIOS. THE ACTUAL AMOUNTS PAYABLE (IF ANY) WILL BE CALCULATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR NOTES AS SET OUT IN APPENDIX B (*TERMS AND CONDITIONS OF THE NOTES*) AND THE FINAL TERMS RELATING TO THE NOTES.

The NBB has not verified or validated the worked examples set out below and, as they are provided for illustrative purposes only as described above, these worked examples are not binding on the NBB.

Interest

For the purposes of the scenarios below, the principal amount per Note is assumed to be £1,000 and the issue price is 100 per cent. (100%) of the aggregate principal amount. The actual amount of interest to be credited to each Noteholder shall be calculated by applying the interest rate to the interest-bearing amount of the relevant Notes held in their clearing system account, the result being rounded down to the nearest sub-unit of the relevant currency.

Three types of Notes may be issued pursuant to this Base Prospectus: Fixed Rate Notes which bear periodic fixed rate interest; Floating Rate Notes which bear periodic floating rate interest; and Zero Coupon Notes, which do not bear interest (or any combination of these, for example, a Fixed/Floating Rate Note that bears periodic fixed rate interest until a certain date and then bears periodic floating rate interest from such date until redemption). Upon maturity, the Notes will pay a fixed redemption amount. Notes may provide for early redemption at the option of the Issuer (a call option) or at your option (a put option). The Issuer may also elect to redeem the Notes early in certain circumstances for tax reasons.

The examples below are intended to demonstrate how the return on your investment will be calculated depending on the interest type and the relevant redemption provisions specified to be applicable for your Notes.

Fixed Rate Notes

Fixed Rate Notes pay a periodic and predetermined fixed rate of interest over the life of the Note.

Unless your Notes are redeemed early, in respect of each Note and on each interest payment date you will receive an amount calculated by applying the relevant fixed rate to the principal amount, and then multiplying such amount by the applicable 'day count' fraction (which is a fraction used to reflect the number of days over which interest has accrued).

WORKED EXAMPLE: FIXED RATE NOTES

Assuming, for the purpose of this worked example only, that:

- the principal amount is £100,000;
- the fixed rate is 3.00 per cent. (3.00%) per annum;
- the day count fraction is "Actual/365 (Fixed)", being the actual number of calendar days in the interest period, divided by a year (assumed under this convention to be 365 days); and
- the actual number of calendar days in the interest period is 183,

the interest amount payable on the interest payment date will be £1,504.11 (rounded to two decimal places). This figure is calculated as fixed interest of 3.00%, or $0.03 \times £100,000 \times \text{day count fraction of } 183/365$.

Floating Rate Notes

Floating Rate Notes pay interest that is calculated by reference to a fluctuating benchmark rate, either (i) a rate of interest determined in accordance with market standard definitions, published by the International Swaps and Derivatives Association, Inc ("**ISDA Definitions**"), or (ii) an interest rate benchmark, such as the London inter-bank offered rate (or any successor or replacement rate) ("**LIBOR**") or the Euro-zone inter-bank offered rate (or any successor or replacement rate) ("**EURIBOR**"), which may be plus or minus, in each case, a margin and subject, in certain cases, to a maximum or minimum rate of interest. Interest rate benchmarks reflect the rate at which banks are willing to lend funds to each other in a particular market (for example, for LIBOR this is the London

interbank market and for EURIBOR this is the Euro-zone interbank market). Interest rates determined in accordance with the ISDA Definitions reference hypothetical derivative contracts to determine a rate of interest.

If the benchmark rate is, for example, LIBOR or EURIBOR, this will commonly be taken as the rate appearing at the relevant time on a specified screen service. This is referred to in the Terms and Conditions of the Notes and the Final Terms as "Screen Rate Determination" and, in the case of such an issue of Floating Rate Notes, the Final Terms will specify the relevant benchmark (referred to in the Final Terms as the "Reference Rate"), the date on which the benchmark rate will be determined for each interest period (the "**Interest Determination Date**") and the screen from which the rate will be taken (the "**Relevant Screen Page**"). If the screen rate is not available, the Terms and Conditions of the Notes contain fallback provisions which allow the rate to be determined on the basis of the arithmetic mean of rates quoted by reference banks in the relevant market.

If the interest rate is to be determined using the ISDA Definitions, this is referred to in the Terms and Conditions of the Notes and the Final Terms as "ISDA Determination". In such a case, the interest rate will be equivalent to the floating rate which would be determined in a hypothetical interest rate swap transaction for which the Floating Rate Option, the Designated Maturity and the relevant Reset Date are specified in the Final Terms. In an interest rate swap, each counterparty agrees to pay either a fixed or floating rate denominated in a particular currency to the other counterparty. The relevant ISDA Definitions on which the hypothetical swap transaction will be based will also be specified in the Final Terms.

Unless your Notes are redeemed early, in respect of each Note and on each interest payment date you will receive an amount calculated by applying the rate of interest for that interest period to the principal amount, and then multiplying such amount by the applicable 'day count' fraction (which is a fraction used to reflect the number of days over which interest has accrued). The rate of interest for any interest period will be determined by adding the relevant margin to the level of the interest rate benchmark or rate determined using the ISDA Definitions, as applicable, for such interest period (or subtracting the relevant margin, if the margin is a negative number). The result will be subject to any maximum or minimum rate which may be specified in the Final Terms.

WORKED EXAMPLE: FLOATING RATE NOTES - SCREEN RATE DETERMINATION

Assuming, for the purpose of this worked example only, that:

- the principal amount is £1,000;
- the Reference Rate is 6 month GBP LIBOR;
- the margin is plus 2.00 per cent. (2.00%);
- the rate of interest is subject to a maximum rate of 7.00 per cent. (7.00%) per annum;
- the day count fraction is "Actual/365 (Fixed)", being the actual number of calendar days in the interest period, divided by a year (assumed under this convention to be 365 days); and
- the actual number of calendar days in the interest period is 181,
 - (i) if the Reference Rate on the relevant Interest Determination Date is shown on the Relevant Screen Page as 2.10 per cent. (2.10%), the interest amount payable on the corresponding interest payment date will be equal to £20.33 (rounded to two decimal places). This figure is calculated as $\text{£1,000} \times \text{rate of interest of 4.10\% (or 0.041)} \times \text{day count fraction of 181/365}$. The rate of interest (4.10%) is calculated as the Reference Rate of 2.10% (or 0.021) plus 2.00% (or 0.02) margin, and is not affected by the maximum rate of interest; and
 - (ii) if the Reference Rate on the relevant Interest Determination Date is shown on the Relevant Screen Page as 6.16 per cent. (6.16%), the interest amount payable on the corresponding interest payment date will be equal to £34.71 (rounded to two decimal places). This figure is calculated as $\text{£1,000} \times \text{rate of interest of 7.00\% (or 0.07)} \times \text{day count fraction of 181/365}$. The rate of interest (7.00%) is set as the maximum rate of interest because the Reference Rate of 6.16% (or 0.0616) plus 2.00% (or 0.02) margin, results in a rate of 8.16%. In this scenario, the rate of interest is capped at 7.00%.

WORKED EXAMPLE: FLOATING RATE NOTES - ISDA DETERMINATION

Assuming, for the purpose of this worked example only, that:

- the principal amount is £1,000;
- the Floating Rate Option is GBP-LIBOR-BBA;
- the Designated Maturity is 6 months;
- the margin is plus 1.50 per cent. (1.50%);
- the rate of interest is subject to a maximum rate of 6.00 per cent. (6.00%) per annum;
- the ISDA Definitions on which the hypothetical swap transaction will be based are the 2006 ISDA Definitions;

- the day count fraction is "Actual/365 (Fixed)", being the actual number of calendar days in the interest period, divided by a year (assumed under this convention to be 365 days); and
- the actual number of calendar days in the interest period is 181,
 - (i) if the floating rate for the hypothetical swap transaction would be determined on the relevant Reset Date as 2.40 per cent. (2.40%) on the basis of GBP-LIBOR-BBA (as defined in the 2006 ISDA Definitions) for the Designated Maturity, the interest amount payable on the corresponding interest payment date will be equal to £19.34 (rounded to two decimal places). This figure is calculated as $\text{£1,000} \times \text{rate of interest of } 3.90\% \text{ (or } 0.039) \times \text{day count fraction of } 181/365$. The rate of interest (3.90%) is calculated as the floating rate of 2.40% (or 0.024) plus 1.50% (or 0.015) margin, and is not affected by the maximum rate of interest; and
 - (ii) if the floating rate for the hypothetical swap transaction would be determined on the relevant Reset Date as 5.40 per cent. (5.40%) on the basis of GBP-LIBOR-BBA (as defined in the 2006 ISDA Definitions) for the Designated Maturity, the interest amount payable on the corresponding interest payment date will be equal to £29.75 (rounded to two decimal places). This figure is calculated as $\text{£1,000} \times \text{rate of interest of } 6.00\% \text{ (or } 0.06) \times \text{day count fraction of } 181/365$. The rate of interest (6.00%) is set as the maximum rate of interest because the floating rate of 5.40% (or 0.054) plus 1.50% (or 0.015) margin, results in a rate of 6.90%. In this scenario, the rate of interest is capped at 6.00%.

Zero Coupon Notes

No amount of interest will accrue or become payable on Zero Coupon Notes. Zero Coupon Notes are generally issued at a discounted issue price (such as 95%) to their principal amount or final redemption amount and then repaid at their principal amount (100%) or the relevant final redemption amount as specified in the applicable Final Terms, as the case may be. Therefore, if you purchase Zero Coupon Notes on their issue date and hold them to maturity, your return will be the difference between the issue price and the principal amount or final redemption amount of the Zero Coupon Notes paid on maturity.

WORKED EXAMPLE: ZERO COUPON NOTES

Assuming, for the purpose of this worked example only, that the Zero Coupon Notes are issued in a principal amount of £1,000 at a discounted issue price of 95%. An investor will pay £950 to purchase a Note but on maturity will be repaid £1,000. The investor will not receive any interest on the Note but will earn £50 as a result of holding the Note to maturity.

Redemption

Redemption at maturity

The Notes to be issued under the Programme will be redeemed at the "Final Redemption Amount" in the applicable Final Terms at maturity. Unless your Notes are redeemed early (as described below) or are purchased and cancelled, if you purchased £1,000 in principal amount of the Notes, you will receive £1,000 from the Issuer on the maturity date of the Notes. This is known as redemption at par. In such circumstances, the "Final Redemption Amount of each Note" will be shown in the relevant Final Terms as "£1,000 per Calculation Amount". The Calculation Amount is a notional amount which is used to calculate interest and redemption amounts on the Notes. It is identified in the Final Terms in paragraph 6 and, for the purposes of this example, is assumed to be £1,000.

Zero Coupon Notes are Notes which do not carry any interest but are generally issued at a discounted price to their principal amount or "Final Redemption Amount". If held to maturity, Zero Coupon Notes are repaid at the "Final Redemption Amount" which will be shown in the applicable Final Terms.

Call Options

A call option gives the Issuer a right (but not an obligation) to redeem the Notes before the final maturity date at a predetermined cash price on the Optional Redemption Date(s) specified in the applicable Final Terms. If the Notes are redeemed, you will be paid the redemption amount specified in the Final Terms plus any accrued and unpaid interest. The Issuer is given a right (but not an obligation) to redeem the Notes in certain circumstances for tax reasons, as described in Condition 6.2 (*Redemption for tax reasons*). The terms of any additional call options will be set out in the Final Terms.

Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*) sets out provisions of the call option that may apply to issues of Notes, when read in conjunction with the provisions of such Notes specified in the applicable Final Terms. Following the exercise by the Issuer of a call option, in respect of each Note, as well as any accrued but unpaid interest, you will receive an amount equal to the Early Redemption Amount specified in the Final Terms

(in the case of a tax call) or the applicable Optional Redemption Amount specified in the Final Terms (in the case of any other call option).

Put Options

A put option gives you a right (but not an obligation) to require the Issuer to redeem one or more of your Notes before the final maturity date at a predetermined cash price on the Optional Redemption Date(s) specified in the applicable Final Terms. If you elect to exercise the put option in respect of one or more of your Notes, you will be paid the redemption amount specified in the Final Terms plus any accrued and unpaid interest. Notes that are not sold shall continue until the final maturity date.

Condition 6.4 (*Redemption at the option of the Noteholders (Investor Put)*) sets out provisions of the put option that may apply to issues of Notes, when read in conjunction with the provisions of such Notes specified in the applicable Final Terms. Following the exercise by you of a put option, in respect of that Note, as well as any accrued but unpaid interest, you will receive an amount equal to the Optional Redemption Amount specified in the Final Terms.

5. DESCRIPTION OF THE ISSUER

This section sets out information about the Issuer and the nature of the Group's business.

DESCRIPTION OF THE ISSUER

General Overview

Registration and Main Corporate Details

Anheuser-Busch InBev SA/NV (the "**Issuer**") was incorporated on 3 March 2016 for an unlimited duration under the laws of Belgium under the original name Newbelco SA/NV ("**Newbelco**") and is the successor entity to Former AB InBev, which was incorporated on 2 August 1977 for an unlimited duration under the laws of Belgium under the original name BEMES. The Issuer has the legal form of a public limited liability company (*naamloze vennootschap/société anonyme*). Its registered office is located at Grand-Place/Grote Markt 1, 1000 Brussels, Belgium, and it is registered with the register of legal entities (*registre des personnes morales (RPM) / rechtspersonenregister (RPR)*) in Brussels under registration number 0417.497.106. The Issuer's global headquarters are located at Brouwerijplein 1 3000 Leuven, Belgium (tel.: +32 16 27 61 11). The Issuer's agent in the United States is Anheuser-Busch InBev Services LLC, 250 Park Avenue, 2nd Floor, New York, NY, 10177. The Issuer's legal entity identifier is 5493008H3828EMEXB082.

The Issuer is a publicly traded company, with its primary listing on Euronext Brussels under the symbol ABI. The Issuer also has secondary listings on the Johannesburg Stock Exchange under the symbol ANH and the Mexican Stock Exchange under the symbol ANB. American Depositary Shares representing rights to receive the Issuer's ordinary shares trade on the NYSE under the symbol BUD.

Corporate purpose

As stated in the Issuer's articles of association (the "**Articles**"), the Issuer's corporate purpose is:

- to produce and deal in all kinds of beers, drinks, foodstuffs and ancillary products, process and deal in all by-products and accessories, of whatsoever origin or form, of its industry and trade, and to design, construct or produce part or all of the facilities for the manufacture of the aforementioned products;
- to purchase, construct, convert, sell, let and sublet, lease, license and operate in any form whatsoever all real property and real property rights and all businesses, movable property and movable property rights connected with its activities;
- to acquire and manage participating interests and shares in companies or undertakings having a corporate purpose similar or related to, or likely to promote the attainment of, any of the foregoing corporate purposes, and in financial companies; to finance such companies or undertakings by means of loans, guarantees or in any other manner whatsoever; to take part in the management of the aforesaid companies through membership of the board of directors or any similar governing body; and
- to carry out all administrative, technical, commercial and financial work and studies for the account of undertakings in which it holds an interest or on behalf of third parties.

The Issuer may, within the scope of its corporate purpose, engage in all civil, commercial, industrial and financial transactions either in or outside Belgium. The Issuer may take interests by way of asset contribution, merger, subscription, equity investment, financial support or otherwise in all undertakings companies or associations having a corporate purpose similar or related to or likely to promote the furtherance of its corporate purpose.

History and Development of the Issuer

The Issuer's dedication to quality can be traced back to a brewing tradition of more than 600 years with the Den Hoorn brewery in Leuven, Belgium, as well as the pioneering spirit of the Anheuser & Co. brewery, with origins in St. Louis, U.S.A. since 1852, and the history of the South African Breweries with its origins in Johannesburg in 1895. In 1717, Sébastien Artois, master brewer of the Den Hoorn brewery, took over the Den Hoorn brewery and renamed it Sébastien Artois. In 1987, the two largest breweries in Belgium merged: Brouwerijen Artois NV, located in Leuven, and Brasserie Piedboeuf SA, founded in 1853 and located in Jupille, resulting in the formation of Interbrew SA ("**Interbrew**"). Interbrew operated as a family-owned business until December 2000, the time of its initial public offering on Euronext Brussels. The period since the listing of Interbrew on Euronext Brussels has been marked by increasing geographical diversification.

Since 2000, the Issuer has completed the following major combinations, acquisitions and sales:

- In 2002, Interbrew acquired Beck's for 3.5 billion German marks.
- In 2004, Interbrew combined with Ambev, a Brazilian company originally formed by the combination of Brahma and Antarctica in 1999-2000, resulting in the creation of InBev. Ambev is listed on the New York Stock Exchange and on the São Paulo Stock Exchange. As of 31 December 2017, the Group had a 61.9% voting and economic interest in Ambev.
- In July 2008, InBev combined with Anheuser-Busch by way of an offer for USD 54.8 billion, as a result of which the Issuer changed its name to Anheuser-Busch InBev SA/NV.
- In July 2009, the Group completed the sale of its South Korean subsidiary, Oriental Brewery, to an affiliate of Kohlberg Kravis Roberts & Co. L.P. ("**KKR**") for USD 1.8 billion. The Group retained the right, but not the obligation, to re-acquire Oriental Brewery five years after the closing of the transaction based on predetermined financial terms. In 2014, the Group completed the re-acquisition of Oriental Brewery from KKR and Affinity Equity Partners.
- In 2009, the Group completed the sale of its operations in Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Hungary, Montenegro, Romania, Serbia and Slovakia to CVC Capital Partners for an enterprise value of USD 2.2 billion.
- In 2013, the Group announced the completion of its combination with Grupo Modelo in a transaction valued at USD 20.1 billion, following which the Group owned approximately 95% of Grupo Modelo's outstanding shares.
- In 2013, in another transaction related to the combination with Grupo Modelo, Grupo Modelo completed the sale of its United States business to Constellation Brands, Inc. for approximately USD 4.75 billion, in aggregate. The transaction included the sale of Grupo Modelo's Piedras Negras brewery, Grupo Modelo's 50% stake in Crown Imports and perpetual rights to certain of Grupo Modelo's beer brands in the United States. As a consequence, the Group has granted Constellation Brands, Inc. the exclusive and perpetual right to market and sell Corona and certain other Grupo Modelo beer brands in the fifty states of the United States, the District of Columbia and Guam. In December 2016, the Group also completed the sale of its brewery plant located in Obregón, Sonora, México to Constellation Brands, Inc. for a sale price of approximately USD 600 million.
- In 2015, the Group acquired all outstanding Grupo Modelo shares held by third parties through a mandatory tender offer and, by August 2015, Grupo Modelo was transformed from a publicly listed Mexican company into a Mexican limited liability company (*sociedad de responsabilidad limitada*) and became 100% owned by the Issuer.
- On 11 November 2015, the boards of Former AB InBev and Former ABI SAB announced that an agreement had been reached on the terms of a recommended acquisition by Former AB InBev of the entire issued and to be issued share capital of Former ABI SAB, pursuant to a Belgian-law merger by absorption under the Belgian Companies Code (the "**Belgian Merger**") whereby a holding company is merged into its subsidiary, with the subsidiary being the surviving company. On 7 October 2016, the Issuer acquired control of Former ABI SAB and on 10 October 2016, the Issuer completed the business combination. The Combination was valued at a gross purchase consideration of USD 114 billion.
- As a result of the Belgian Merger, Former AB InBev merged into Newbelco, and Newbelco became the holding company for the Combined Group. All assets and liabilities of Former AB InBev were transferred to Newbelco, and Newbelco was automatically substituted for Former AB InBev in all its rights and obligations by operation of Belgian law. Newbelco was renamed Anheuser-Busch InBev SA/NV, and Former AB InBev was dissolved by operation of Belgian law.
- In connection with the Combination, the Group transferred Former ABI SAB's business in Panama to Ambev in exchange for Ambev's businesses in Colombia, Peru and Ecuador. The Group has also completed or announced certain divestitures, in each case with the goal of proactively addressing potential regulatory considerations regarding the Combination, including the following:

- On 11 October 2016, the Group completed the sale of Former ABI SAB's entire interest in MillerCoors LLC (a joint venture in the U.S. and Puerto Rico between Molson Coors Brewing Company ("**Molson Coors**") and Former ABI SAB ("**MillerCoors**")), together with rights to the Miller brand globally, to Molson Coors for USD 12 billion subject to a downward purchase price adjustment.
- On 11 October 2016, the Group completed the sale of Former ABI SAB's Peroni, Grolsch and Meantime brand families and their associated businesses in Italy, the Netherlands, the United Kingdom and internationally (excluding certain rights in the United States) to Asahi Group Holdings, Ltd. ("**Asahi**"), in a transaction valued at EUR 2.55 billion on a debt free/cash-free basis.
- On 11 October 2016, the Group completed the sale of Former ABI SAB's 49% interest in CR Snow to China Resources Beer (Holdings) Co. Ltd. for USD 1.6 billion.
- On 31 March 2017, the Group completed the sale of Former ABI SAB's Central and European businesses in Poland, the Czech Republic, Slovakia, Hungary and Romania to Asahi for EUR 7.3 billion.
- On 12 April 2017, the Group completed the sale of its interest in Distell Group Limited (comprised of 58,674,000 ordinary shares or approximately 26.4% of Distell's issued share capital) to Public Investment Corporation Limited, acting on behalf of the Government Employees Pension Fund.
- On 4 October 2017, the Group completed the transition of its 54.5% equity stake in Coca-Cola Beverages Africa (Pty) Ltd to The Coca-Cola Company for USD 3.15 billion, after customary adjustments. The companies continue to work on the terms and conditions for the agreements with respect to certain markets in Africa and Central America.
- On 30 March 2018, the Group announced the completion of the combination of its Russia and Ukraine businesses with those of Anadolu Efes to create a new company, called AB InBev Efes. The newly combined business will be fully consolidated into Anadolu Efes. As a result, the Group will stop consolidating these operations and account for its investment in AB InBev Efes under the equity method.

Strengths and Strategy

Strengths

The Issuer believes that the following key strengths will drive the realisation of its strategic goals and reinforce its competitive position in the marketplace:

Global platform with strong market positions in key markets

The Group is the world's largest brewer and believes that it holds leading positions in the majority of its key markets based on strong brands and the benefits of scale.

The Group believes this enables it to invest significant sales and marketing resources in its brands, achieve attractive sourcing terms, generate cost savings through centralisation and operate under a lean cost structure. The Group's global reach provides it with a strong platform to grow its global and multi-country brands, while developing local brands tailored to regional tastes and trends. The Group benefits from a global distribution network which, depending on the location, is either owned by the Group or is based on strong partnerships with wholesalers and local distributors.

The Group has been the global leader in the brewing industry by volume for the past nine years, and, in 2017, was one of the largest consumer products companies worldwide, measured by EBITDA, as defined. The Group holds the number one position in terms of total market share of beer by volume, based on its estimates, in the United States, Mexico and Brazil, three of the top five most profitable beer markets in the world. The Group estimates that it holds the number three position in total market share of beer by volume and the number one position by volume in the fast-growing premium beer category in China, the world's largest beer market by volume.

The Group believes that it can realise sufficient upside potential by using its strong platform to grow its global and multi-country brands, while developing local brands tailored to regional tastes and trends.

Geographic diversification

The Group's geographically diversified platform balances the growth opportunities of developing markets with the stability and strength of developed markets. With significant operations in both the Southern and Northern Hemispheres, the Group benefits from a natural hedge against local or regional market, economic and seasonal volatility.

Developed markets represented approximately 40.8% of the Group's 2017 revenue and developing markets represented 59.2% of its 2017 revenue. The Group's developing markets include Argentina, Brazil, Bolivia, China, Colombia, Ecuador, El Salvador, Honduras, India, Mexico, Mozambique, Nigeria, Paraguay, Peru, Russia, South Africa, Tanzania, Ukraine and Zambia.

Strong brand portfolio with global brands, multi-country brands and local brands

The Group's strong brand portfolio addresses a broad range of demand for different types of beer, comprises three brand categories:

- *Global brands:* Capitalising on common values and experiences which appeal to consumers across borders, the Group's three global brands, Budweiser, Corona and Stella Artois, have the strength to be marketed worldwide;
- *Multi-country brands:* With a strong consumer base in their home market, the Group's multi-country brands, Beck's, Castle Lager, Castle Lite, Hoegaarden and Leffe, bring international flavour to selected markets, connecting with consumers across continents; and
- *Local brands:* Offering locally popular tastes, local brands such as Aguila, Bud Light, Cass, Cristal, Harbin, Skol Victoria and Victoria Bitter connect particularly well with consumers in their home markets.

With well over 500 brands, 19 of which had an estimated retail sales value of over USD 1 billion in 2017, the Group believes its portfolio is the strongest in the industry. Seven of the Group's brands - Budweiser, Bud Light, Stella Artois, Skol, Corona, Aguila and Brahma - are ranked among the Global Top Ten most valuable beer brands by BrandZ™.

The Group's passion for brewing was evidenced by the 191 awards it won around the world in 2017, making it the most awarded brewer at major international beer competitions. The Group continues to focus on creating the highest quality beers to meet consumer needs across a wide variety of occasions.

The Group's strategy is to focus its attention on its core to premium brands. As a result, the Group makes clear brand choices and seeks to invest in those brands that build deep connections with consumers and meet their needs. The Group seeks to replicate its successful brand initiatives, market programmes and best practices across multiple geographic markets.

See Section 5 (*Description of the Issuer – Principal Activities and Products*) for further details on the Group's brand portfolio, including information on the Group's near beer, no alcohol beer and lower alcohol beer, soft drinks and other alcoholic beverage categories.

Africa plays a unique role in the Group

The Issuer believes that Africa, as a continent, has hugely attractive markets with increasing gross domestic products, a growing middle class and expanding economic opportunities. Africa is also growing in importance in the context of the global beer industry. It is expected that the African continent will represent approximately 8.1% of the global beer industry by volumes by 2025, up from approximately 6.5% in 2014, with beer volumes in Africa being expected to grow at nearly three times the rate of global beer volumes between 2014 and 2025 according to Plato Logic Limited.

The Former AB InBev Group did not have any significant operations in Africa and believes that the continent will play a vital role in the future of the Group, building upon the strong history and success of the Former ABI SAB Group in the region dating back to the nineteenth century.

On 14 April 2016, the Issuer announced that it had entered into an agreement with the South African Government in terms of which the Issuer made commitments to contribute to South Africa (the "**EDD Agreement**"). Such commitments, which were largely included on the conditions issued by the South African Competition

Commission when approving the Combination, relate to sustained employment numbers, agricultural development, enterprise development, local production and procurement, the maintenance of the Former ABI SAB's Zenzele Broad Based Black Economic Empowerment Scheme (the "**Zenzele Scheme**"), until it matures in 2020 and the creation of a new ownership scheme, the participation of small beer brewers in the South African market, investment in initiatives aimed at promoting advancements in education, business and environmental sustainability and the reduction of harmful use of alcohol in South African society, and a commitment to locate, manage and operate the regional head office for Africa from Johannesburg.

The Issuer will disburse equally, over a five year period from the completion of the Combination, through direct investments and through a fund established by the Issuer, an aggregate amount of ZAR 1.0 billion (USD 0.07 billion) for investment in the programmes in South Africa contemplated by the EDD Agreement.

As a sign of its commitment to South Africa, in January 2016, Former AB InBev completed a secondary (inward) listing of its ordinary shares on the Johannesburg Stock Exchange. On 11 October 2016, the ordinary shares were listed on the Johannesburg Stock Exchange, through a secondary listing, which replaced Former AB InBev's previous secondary listing.

Strong consumer insights-driven brand development capabilities

As a consumer-focused, insights-driven company, the Group strives to understand the values, lifestyles and preferences of both today's and tomorrow's consumers. The Issuer expects this will allow it to remain relevant, as well as build fresh appeal and competitive advantage through innovative products and services tailored to meet evolving consumer needs.

The Group believes that consumer demand can be best anticipated by a close relationship between its innovation and insight teams in which current and expected market trends trigger and drive research processes. Successful examples of recently developed products include Budweiser Prohibition Brew (Canada), Corona Cero (Mexico), Jupiler 0.0 (Belgium) and Michelob Ultra 16 ounce aluminium bottle (United States), Brahma Extra Lager, Red Lager and Weiss, and Skol Beats Secret (Brazil), MixxTail Bartender Series and Patagonia Draught (Argentina), Brahma and Pilsen 340ml (Paraguay), Harbin Wheat (China), and MixxTail (Korea).

The Group believes that its internal excellence programmes, such as the World Class Commercial Programme, are a major competitive advantage. The World Class Commercial Programme is an integrated marketing and sales execution programme designed to continuously improve the quality of the Group's sales and marketing capabilities and processes by ensuring they are fully understood by all relevant employees, and consistently followed.

Strict financial discipline

World-class efficiency has been, and will remain, a long-term focus for the Group across all markets, all lines of business and under all economic circumstances. Avoiding unnecessary costs is a core competency within the Group's culture. The Group aims to be efficient with its overhead expenses in order to spend more effectively to grow the company. As a result, the Group has implemented, and will continue to develop, programmes and initiatives aimed at reducing non-commercial expenses. This strict financial discipline has allowed the Group to develop a "Cost—Connect—Win" model in which overhead expenses are minimised in order to maximise its sales and marketing investments designed to connect with its consumers, win market share and achieve long-term, profitable growth.

The Group has a number of group-wide cost efficiency programs in place, including:

- *Zero-Based Budgeting or ZBB:* Under Zero-Based Budgeting ("**ZBB**"), budget decisions are unrelated to the previous year's levels of expenditure and require justification starting from a zero base each year. Employee compensation is closely tied to delivering on zero-based budgets. ZBB has been successfully introduced into all of the Group's major markets, as well as its global headquarters.
- *Voyager Plant Optimization or VPO:* Voyager Plant Optimization ("**VPO**") aims to bring greater efficiency and standardisation to our brewing operations and to generate cost savings, while at the same time improving quality, safety and the environment. VPO also entails assessment of the Group's procurement processes to maximise purchasing power and to help it achieve the best results when purchasing a range of goods and services. Behavioural change towards greater efficiencies is at the core of this programme, and comprehensive training modules have been established to assist the Group's employees with the implementation of VPO in their daily routines.

- *Business Shared Services Centres:* The Group has established a number of business shared services centres across its business segments which focus on transactional and support activities within our group. These centres help to standardise working practices and identify and disseminate best practices.

The Group expects the Combination to generate synergies and cost savings as it continues its integration with Former ABI SAB. In October 2018, the Group maintained its synergy and cost savings expectation of USD 3.2 billion per annum on a constant currency basis as of August 2016. Of the Group's original expectation of USD 2.45 billion per annum, the Group announced USD 1.4 billion per annum as transaction synergies and USD 1.05 billion per annum was previously announced by Former ABI SAB as cost savings initiatives. From this total, USD 547 million per annum was reported by Former ABI SAB as of 31 March 2016, and USD 2,174 million per annum was captured between 1 April 2016 and 30 September 2018. The balance of approximately USD 500 million is expected to be captured by October 2020. Synergies are still expected to come from:

- procurement and engineering savings, which are generated from third-party cost efficiencies as a result of economies of scale through combined sourcing of raw materials and packaging and re-engineering of associated processes across the Group's cost base;
- brewery and distribution efficiency gains, which are generated from the alignment of brewery, bottling and shipping productivity including reduced water and energy usage and extract losses, as well as optimisation of other brewery and distribution processes across geographies;
- savings generated from sharing best practices such as ZBB and other cost management best practices, efficiency improvements and productivity enhancements across the Group's administrative operations; and
- the realignment of overlapping administrative costs, which generates synergies through the optimisation of the corporate headquarters and overlapping regional headquarters.

Experienced management team with a strong track record of delivering synergies through business combinations

During the last two decades, the management of the Group, including the management of its predecessor companies, has executed a number of merger and acquisition transactions of varying size, with acquired businesses being successfully and smoothly integrated into the Group's operations, realising significant synergies. Notable historical examples include the creation of Ambev in 2000 through the combination of Brahma and Antarctica, the acquisition of Beck's by Interbrew in 2002, the combination of Ambev and Quilmes in 2003, Ambev gaining control of Labatt in 2004 and the creation of InBev in 2004 from the combination of Interbrew and Ambev. More recent examples include the combination with Anheuser-Busch in November 2008, the combination with Grupo Modelo in June 2013, the reacquisition of Oriental Brewery, the leading brewer in South Korea, in April 2014 and the Combination in 2016.

The Group's strong track record also extends to successfully integrating brands such as Budweiser, Corona and Stella Artois into its global brand portfolio and distribution network, including leveraging Ambev's distribution channels in Latin America and Canada.

The Group is utilising these skills and experiences with the goal of completing the integration of the Former AB InBev Group and the Former ABI SAB Group in a timely fashion, with minimal disruption to the business, and maximising the capture of cost synergies.

Strategy

The Issuer's strategy is based on its dream of bringing people together for a better world

The Group strives to achieve its strategy every day. By combining scale, resources and energy with the needs of communities, the Group believes it has the drive and tools to help make it happen.

The Group is committed to driving long-term growth and creating value for its business partners and stakeholders. Through its products, brands and investment in communities, they are excited to work toward the Dream: Bringing People Together for a Better World.

With operations in virtually every major beer market and an expanded portfolio that includes global, multi-country and local brands, the Group will provide more choices for consumers around the world and believes it can better

meet their needs and expectations. The Group expects that its expanded reach will help grow its global and multi-country brands, while it will continue to develop local brands tailored to regional tastes and trends.

Through the Group's resources and energy, it is addressing the needs of its communities by:

- **Improving environmental & community sustainability:** The Group depends on natural resources to brew its beers and strives to use resources responsibly and preserve them for the future. That is why the Group factors sustainability into how it does business, including how it sources energy and raw materials. The Group develops innovative programs across its supply chain to improve its sustainability performance with its business partners. To improve lives in the communities it is part of, the Group also supports the farmers and small retailers in its value chain to help them be more productive. To facilitate progress, the Group combined its sustainability and procurement activities under a single function led by a member of the Group's Executive Board of Management.
- **Promoting smart drinking:** Part of the Group's dream for a better world is aspiring to make every experience with beer a positive one. Through the Group's Global Smart Drinking Goals, launched in 2015, the Group aims to reduce the harmful use of alcohol and foster a culture of smart drinking and road safety globally. The Group is aligned with the World Health Organisation's global target of a 10% or greater reduction in the harmful use of alcohol by 2025, as well as with this area of focus within the UN Sustainable Development Goals.
- **Increasing working safety:** The Group is committed to driving everything possible to create a safe work environment. It encourages employees and contractors to follow safe practices and make healthy choices in its workplace and local communities.
- **Business ethics:** The Group's leaders set the tone for the Group. The Group expects them to deliver results and to inspire their colleagues through passion for brewing and a sense of ownership. Most importantly, the Group never takes shortcuts. Integrity, hard work, quality and responsibility are essential to its growth.

With its strong brand portfolio, the Group is "Bringing People Together" in ways that few others can. By building common ground, strengthening human connections and helping its consumers share unique experiences; the Group is able to achieve something together that cannot be accomplished alone.

Organic revenue growth

The Group aims to grow its revenue organically ahead of the industry benchmark of volume growth plus inflation, on a country-by-country basis. As a result of now having operations in virtually every major beer market, the Group has insight into consumer trends and habits and global macro trends. Specifically:

- the Group is bringing together the "best of both"; it is sharing best practices both ways. The Group has developed a deep appreciation for the complementary knowledge, initiatives and ideas that its Former ABI SAB colleagues bring to the table, including:
 - comprehensive insights on expanding the beer category by making it more attractive to consumers on more occasions;
 - perspective on how consumption patterns evolve in developing regions and what that means for premiumisation efforts;
 - replicable models for unlocking the value of lager brands;
- the Group has strengthened its position in developing regions, with excellent growth prospects in Asia, Central and South America and Africa, which will play a key role going forward;
- the Group is continually diversifying and innovating its products to offer more choice with the same quality;
- the Group's brands must remain relevant to existing consumers, be capable of winning new consumers, and secure their long-term brand loyalty. The Group should continue to invest to drive strong consumer preference for its brands and continued premiumisation of its brand portfolio;

- opportunities exist to develop brands and offerings to gain share of alcohol on non-traditional beer occasions. The Group should further strengthen brand innovation in order to stay ahead of market trends and maintain consumer appeal;
- the Group should seek to build connections with its consumers at the point-of-sale, in partnership with distributors, off-trade retailers and on-trade points-of-sale, by further improving the quality of the consumer's shopping experience and consumption occasions; and
- the Group must leverage social and digital media platforms to reach out to existing and potential consumers and build connections with its brands.

These insights enable the Group to better understand the key moments of consumption, and to focus its sales, marketing, product development and other brand-building activities on capturing a greater share of these consumption opportunities. AB InBev believes that, by understanding, embracing and enriching consumption moments and occasions, the Group has the opportunity to accelerate revenue growth and deliver increased shareholder value.

These insights have led to the identification of four global commercial priorities for the Group:

- growing its global brands;
- premiumising and invigorating beer;
- elevating lager; and
- developing the near beer segment.

Cost management and efficiency

The Group strives to continuously improve efficiency by unlocking the potential for variable and fixed-cost savings by seeking to:

- maintain long-term cost increases below inflation, benefiting from the application of cost efficiency programmes such as ZBB and VPO, internal and external benchmarking, as well as from the Group's size;
- leverage the Global Procurement Office, to generate further cost savings, and build on the Group's supplier relationships to bring new ideas and innovation to its business; and
- continue to share best practices across all functions, as well as benchmark performance externally against other leading companies. Cost management and efficiency will be part of an ongoing process, and fuelled by an ownership mindset.

Principal Activities and Products

The Group produces, markets, distributes and sells a strong portfolio of well over 500 beer and malt beverage brands and has a global footprint with a balanced exposure to developed and developing markets and production facilities spread across the regions in which it operates.

The production and distribution facilities and other assets of the Group are predominantly located in the same geographical areas as its consumers. The Group sets up local production when it believes that there is substantial potential for local sales that cannot be addressed in a cost efficient-manner through exports or third-party distribution into the relevant country. Local production also helps the Group to reduce, although it does not eliminate, its exposure to currency movements.

The table below sets out the main brands the Group sells in the markets listed below, as of 31 December 2017. The Group expects that significant growth opportunities will arise from marketing its brand portfolio through a largely complementary distribution network.

Country by region

Brands

North America

Canada

Beer: Alexander Keith's, Archibald, American Vintage, Bass, Beck's, Bud Light, Budweiser, Busch, Corona, Hoegaarden, Goose Island, Kokanee, Labatt 50, Labatt Blue, Labatt Blue Light, Lakeport, Leffe, Lowenbrau, Lucky, Michelob Ultra, Mike's Hard Lemonade, Mill Street, Okanagan, Oland, Palm Bay, Rolling Rock, Shock Top, Stanley Park, Stella Artois

United States

Beer: 10 Barrel, Bass, Beck's, Best Damn, Blue Point, Breckenridge, Bud Light, Bud Light Lime, Budweiser, Busch, Busch Light, Devil's Backbone, Elysian, Estrella Jalisco, Four Peaks, Golden Road, Goose Island, Hoegaarden, Karbach, Leffe, Lime-A-Rita Family, Michelob Ultra, Natural Light, Rolling Rock, Shock Top, Spiked Seltzer, Stella Artois, Virtue, Wicked Weed

Latin America West

Colombia

Beer: Bahia, Aguila family, Bogota Beer Company, Budweiser, Club Colombia family, Cola y Pola, Corona, Costeña family, Modelo Especial, Pilsen, Poker family, Redd's, Stella Artois

Non-Beer: Pony Malta

Ecuador

Beer: Budweiser, Club family, Pilsener family

Non-Beer: Manantial water, Pony Malta

El Salvador

Beer: Barena, Camagua, Cantina, Golden Light, Pilsener family

Honduras

Beer: Barena, Corona, Imperial, Port Royal, SalvaVida

Mexico

Beer: Barrilito, Bocanegra, Bud Light, Budweiser, Corona, Corona Cero (non-alcoholic), Corona Light, Cucapá, Day of the Dead, Estrella, Ideal, Leon, Mexicali, Michelob Ultra, Modelo Ambar, Modelo Especial, Modelo Trigo, Montejo, Negra Modelo, Pacifico, Stella Artois, Tijuana, Tropical, Victoria

Peru

Beer: Abraxas, Arequipeña, Brahma, Budweiser, Corona, Cristal, Cristal Ultra, Cusqueña family, Löwenbräu, Pilsen Callao, Pilsen Trujillo, San Juan

Non-Beer: Agua Tonica Backus, Guarana Backus family, Maltin Power, San Mateo water, Viva Backus

Latin America North

Brazil

Beer: Antarctica, Bohemia, Brahma, Budweiser, Colorado, Corona, Hoegaarden, Leffe, Original, Skol, Skol Beats, Stella Artois

Non-Beer: Guaraná Antarctica, Do Bem, Fusion, Gatorade, Lipton, Pepsi

Dominican Republic

Beer: Bohemia, Brahma, Budweiser, Corona, Franziskaner, Goose Island, Hoegaarden, Leffe, Presidente, Stella Artois, Shock Top, Spaten, The One

Non-Beer: 7UP, Guaraná Antarctica, Enriquillo, Coco Rico, Malta Bohemia, Malta Morena, Pepsi, Red Bull, Red Rock, 911

Guatemala

Beer: Beck's, Brahma, Bud Light, Budweiser, Corona, Hoegaarden, Leffe, Modelo Especial, Stella Artois

Panama

Beer: 507, Atlas, Balboa family

Non-Beer: 7UP, Agua Brisa, Malta Alfa, Malta Vigor, Mirinda, Pepsi family, Pony Malta

Latin America South

Argentina

Beer: Andes, Beck's, Brahma, Corona, Franziskaner, Hoegaarden, Iguana, Leffe, Löwenbräu, MixxTail, Negra Modelo, Norte, Patagonia, Pilsen, Quilmes, Stella Artois

Country by region	Brands
	Non-Beer: 7UP, Gatorade, H2OH!, Mirinda, Paso de los Toros, Pepsi, Red Bull, Tropicana, Antártica Guaraná, Awafut
Bolivia	Beer: Corona, Ducal, Imperial, Huari, Paceña, Stella Artois, Taquiña, Báltica Non-Beer: 7UP, Pepsi, Mirinda, Antártica Guaraná, Gatorade, H2OH!
Chile	Beer: Baltica, Beck's, Becker, Brahma, Budweiser, Corona, Goose Island, Leffe, Hoegaarden, Stella Artois, Negra Modelo, Quilmes
Paraguay	Beer: Baviera, Brahma, Budweiser, Corona, Norte, Ouro Fino, Patagonia, Pilsen, Stella Artois, Patagonia, Franziskaner, Hoegaarden, Norte
Uruguay	Beer: Budweiser, Norteña, Patagonia, Patricia, Pilsen, Zillertal, Stella Artois, Brahma, Corona, Becks , Leffe Hoegaarden Non-Beer: 7UP, Gatorade, H2OH!, Mirinda, Paso de los Toros, Pepsi
EMEA	
United Kingdom	Beer: Bass, Beck's, Belle Vue, Blue Point Toasted lager, Boddingtons, Brahma, Budweiser, Budweiser Prohibition, Bud Light, Camden Town, Corona, Cubanisto, Franziskaner, Goose Island, Hoegaarden, Leffe, Lowenbrau, Stella Artois, Spaten, Old Blue Last, Cidre, Magners
France	Beer: Beck's, Belle-Vue, Boomerang, Budweiser, Corona, Cubanisto, Hoegaarden, Leffe, Loburg, Stella Artois
Italy	Beer: Beck's, Birra Del Borgo family, Budweiser, Corona, Franziskaner, Hoegaarden, Leffe, Löwenbräu, Spaten, Stella Artois
Spain	Beer: Beck's, Budweiser, Cervezas La Virgen, Corona, Dorada family, Estrella Canaria, Franziskaner, Kelson, Leffe, Saturday, Stella Artois, Tropical family
Russia	Beer: Bagbier, Brahma, Bud, Corona, Franziskaner, Hoegaarden, Klinskoye, Leffe, Löwenbräu, Sibirskaya Korona, Spaten, Stella Artois, T, Tolstiak
Ukraine	Beer: Beck's, Bud, Chernigivske, Chill, Corona, Hoegaarden, Khmelevus, Leffe, Rogan, Staropramen, Stella Artois, Taller, Yantar
Belgium	Beer: Beck's, Belle-Vue, Budweiser, Corona, Ginette family, Hoegaarden, Jupiler, Kwak, Leffe, Stella Artois, Tripel Karmeliet, Vieux Temps
Netherlands	Beer: Beck's, Corona, Dommelsch, Hertog Jan, Hoegaarden, Jupiler, Leffe, Stella Artois
Luxembourg	Beer: Beck's, Diekirch, Hoegaarden, Jupiler, Leffe, Mousel, Stella Artois
Germany	Beer: Beck's, Corona, Diebels, Franziskaner, Haake-Beck, Hasseröder, Löwenbräu, Spaten
Botswana	Beer: Carling Black Label, Carling Blue Label, Castle Lager, Castle Lite, Castle Milk Stout, Core Original, Flying Fish, Hansa Pilsener, Redd's, St. Louis family Non-Beer: Bonaqua, Chibuku, Keone Mooka Mague
Ghana	Beer: Castle Milk Stout, Club Premium Lager, Club Shandy, Eagle, Stone Lager Non-Beer: Beta Malt, Chibuku, Super
Kenya	Beer: Castle Lager, Castle Lite, Castle Milk Stout, Crown Lager, Nile Special, Redd's Non-Beer: Konyagi

Country by region	Brands
Lesotho	Beer: Carling Black Label, Castle Lager, Castle Lite, Castle Milk Stout, Flying Fish, Hansa Pilsener, Maluti Premium Lager, Redd's
Malawi	Beer: Carling Black Label, Castle Lager, Castle Lite, Mageu Non-Beer: Chibuku, Chibuku Super, Chibuku Super Chocolate, Maheu
Mozambique	Beer: 2M, Carling Black Label, Castle Lite, Flying Fish, Hansa Pilsener, Impala, Laurentina family, Manica, Redd's Non Beer: Chibuku, Chibuku Super
Namibia	Beer: Carling Black Label, Castle Lager, Castle Lite, Flying Fish
Nigeria	Beer: Castle Lager, Castle Lite, Castle Milk Stout, Eagle, Hero, Redd's, Trophy Non-Beer: Rootz, Beta Malt, Grand Malt, Royal Eagle spirits
South Africa	Beer: Brutal Fruit, Carling Black Label, Carling Blue Label, Carvers Weiss, Castle Lager, Castle Free, Castle Lite, Castle Lite Lime, Castle Milk Stout, Castle Milk Stout Chocolate, Flying Fish family, Hansa Pilsener, Lion Lager, No 3 Franssen Street, Newlands Spring, Redd's family, Becks Blue, Stella Artois, Corona, Budweiser
Swaziland	Beer: Carling Black Label, Castle Lager, Castle Lite, Castle Milk Stout, Flying Fish, Hansa Pilsener, Redd's, Sibebe Non-Beer: Imvelo, Megeu
Tanzania	Beer: Balimi, Castle Lager, Castle Lite, Castle Milk Stout, Eagle, Kilimanjaro, Redd's Safari Non-Beer: Bia Bingwn, Chibuku, Chibuku Super, Grand Malt, Konyagi, Nzagamba, Ndovu Special Malt
Uganda	Beer: Chairman's ESB, Castle Lite, Castle Milk Stout, Club Pilsener, Eagle family, Flying Fish, Nile family, Redd's Non-Beer: Chibuku Extra, Shibuku Super
Zambia	Beer: Carling Black Label, Carling Blue Label, Castle Lager, Castle Lite Eagle, Flying Fish, Mosi, Redd's, Rhino Non-Beer: Chibiku, Chibuku Super, Mageu
Asia Pacific	
Australia	Beer: Abbotsford Invalid Stout, Aguila, Alpha Pale Ale, Beck's, Beez Neez, Budweiser, Carlton family, Carlton Dry family, Cascade family, Corona, Crown Lager, Dogbolter, Yak family, Foster's family, Great Northern Brewing Co family, Goose Island, Helga, Hoegaarden, Leffe, Matilda Bay family, Melbourne Bitter, Minimum Chips, NT Draught, Pacific Radler, Powers Gold, Pure Blonde family, Redback, Reschs, Sheaf Stout, Stella Artois, Victoria Bitter Non-Beer: Black Douglas spirits, Bulmers family, Cougar spirits, Dirty Granny, Kopparberg family, Mercury family, Strongbow family
China	Beer: Beck's, Budweiser, Corona, Franziskaner, Ginsber, Harbin, Hoegaarden, Sedrin, Stella Artois
India	Beer: Budweiser, Foster's, Haywards 2000, Haywards 5000, Knock Out, Royal Challenge
South Korea	Beer: Budweiser, Cass, Corona, Hoegaarden, OB Premier, Stella Artois, Victoria Bitter, Cafri, Suntory
Vietnam	Beer: Budweiser, Beck's, Zorok

Beer

The Group's brands are its foundation and the cornerstone of its relationships with consumers. The Group invests in its brands to create long-term and sustainable competitive advantages, by meeting the various needs and expectations of consumers and by developing leading brand positions around the globe.

On the basis of quality and price, beer can be differentiated into the following categories:

- Premium or high-end brands;
- Core brands; and
- Value, discount or sub-premium brands.

The Group's brands are positioned across all of these categories. For example, a brand like Stella Artois generally targets the premium category across the globe, while a brand like Skol targets the core segment in Brazil and Natural Light targets the sub-premium category in the United States. The Group has a particular focus on core to premium categories but is also present in the value category where the market structure in a particular country necessitates this presence.

The Group's portfolio includes:

International Distribution

- Beck's, the world's number one German beer, is renowned for uncompromising quality. It is brewed today, just as it was in 1873, with a rigorous brewing process and a recipe using only four natural ingredients. Beck's adheres to the strictest quality standards of the German *Reinheitsgebot* (Purity Law). Beck's is brewed in various countries, including the United States.
- Budweiser is one of the top selling beers in the United States. Globally, Budweiser volumes have grown every year since 2010, including growth of 2.3% in 2017. Budweiser sales outside the United States represented over 69% of global Budweiser volume in 2017, driven by strong growth in Asia. Brazil and Europe. Budweiser was a sponsor of the 2014 and 2018 FIFA World Cups™ and will also sponsor the 2022 FIFA World Cup™.
- Castle Lager is popularly described as South Africa's national beer, first brewed in Johannesburg in 1895, using local hops, creating a somewhat dry taste with bitterness and undertones of malt. Castle Lager is the official sponsor to several South African sporting associations, including the national football and cricket teams.
- Castle Lite was first brewed in South Africa in 1994 with a mission to provide the coldest and most refreshing beer on the South African market. Today, it is an Africa-wide premium brand enjoyed in 11 countries and continues to innovate to keep its beer "extra cold".
- Corona is the best-selling Mexican beer in the world and the leading beer brand in Mexico. Corona is available in more than 120 countries. In 2017, it was ranked number six in the Brandz™ list of most valuable beer brands worldwide. The Group granted Constellation Brands, Inc. the exclusive right to market and sell Corona and certain other Grupo Modelo beer brands in the 50 states of the United States, the District of Columbia and Guam, including Victoria, Modelo Especial, Pacifico and Negra Modelo.
- Hoegaarden is a high-end Belgian wheat (or "white") beer. Based on its brewing tradition dating back to 1445, Hoegaarden is top fermented and then refermented in the bottle or keg, leading to its distinctive cloudy white appearance.
- Leffe, a rich, full-bodied beer that hails from Belgium, has the longest heritage in the Group's beer portfolio and is available in over 70 countries worldwide.
- Redd's was originally launched in South Africa as a bold, crisp apple ale in 1996. It led South African Breweries' efforts to compete in the cider category in South Africa. It is a golden liquid, with a fruity aroma of fresh red apples and citrus fruit, followed through with a crisp sweet taste on the palate. Redd's is also available in Redd's Dry, Redd's Carnival Rosé and Redd's Bold Crisp.

- Stella Artois is the number one Belgian beer in the world according to Plato Logic Limited and the world's fourth most valuable beer brand according to Kantar's BrandZ™ study, and is distributed in over 90 countries worldwide. As a premium lager with roots tracing back to 1366 in the town of Leuven, Belgium, its legacy of quality and elegance is reflected in its iconic chalice and nine-step pouring ritual. The top three markets for Stella Artois as of 2017 are the United States, the United Kingdom and Argentina, with expansion plans well under way in several new growth markets including Australia, South Africa and Mexico. In 2017, a new visual brand identity was launched to upgrade its packaging and retail assets.

North America

- Bud Light is the best-selling beer in the United States and the leader in the premium light category. It is the official sponsor of the NFL (National Football League) with a sponsorship agreement, most recently extended to 2022. In the United States, its share of the premium light category in 2017 was approximately 55%, more than the combined share of the next two largest brands (based on IRI estimates).
- Michelob Ultra was rolled out nationally in the United States in 2002 and is estimated to be the number five brand by volume in the United States in 2017 according to IRI. Michelob Ultra was the fastest-growing beer brand in the United States between 2015 and 2017, according to IRI (based on share gains).

Latin America West

- Modelo Especial is a full-flavoured pilsner beer brewed with premium two-row barley malt for a slightly sweet, well-balanced taste with a light hop character and crisp finish. Brewed since 1925, it was created to be a "model" beer for all of Mexico and stands for pride and authenticity.
- Victoria is a Vienna-style lager and one of Mexico's most popular beers. Victoria was produced for the first time in 1865, making Victoria Mexico's oldest beer brand.
- Aguila is a classic Colombian beer and was first brewed in 1913.
- Cristal is Peru's leading beer, brewed since 1922. With a clean, crisp taste and dedication to quality, Cerveza Cristal is a favourite among Peruvians.
- Pilsen Callao, first brewed 150 years ago in Peru, offers a clean and simple taste of a true Pilsner.
- Poker is a Pilsner lager which has been enjoyed by Colombians for its traditional, bittersweet taste since 1929.

Latin America North

- Antarctica is the third-most consumed beer in Brazil according to Plato Logic Limited.
- Brahma is the second-most consumed beer in Brazil according to Plato Logic Limited. It was one of the Brazilian official sponsors of the 2014 FIFA World Cup™ in Brazil.
- Skol is the leading beer brand in the Brazilian market according to Plato Logic Limited. Skol has been a pioneer and innovator in the beer category, engaging with consumers and creating new market trends, especially with entertainment initiatives such as music festivals and as a sponsor of the Rio Olympics.

Latin America South

- Quilmes is the leading beer in Argentina, according to AC Nielsen, and a national icon with its striped light blue and white label linked to the colours of the Argentine national flag and football team.

EMEA

- Chernigivske is the market leader in Ukraine and a favourite beer brand among Ukrainians. It originates from the small ancient city of Chernihiv and celebrated its 30 year anniversary in 2018.
- Jupiler is the market leader in Belgium and the official sponsor of the most important Belgian professional football league, the Jupiler Pro League. It is also the sponsor of the Belgian national football team.

- Klinskoye, which is the Group's largest brand in Russia, originated near Moscow.
- Sibirskaia Korona, first established as a local Siberian brand with proud Siberian values, has grown into a national premium brand sold throughout Russia.
- Carling Black Label is South Africa's biggest beer brand and the most awarded beer in the Group's South African portfolio. It is brewed to provide consumers with distinctly aromatic, truly rewarding, full-flavoured refreshment.
- Flying Fish Premium Flavored Beer combines the pure refreshment of beer with added flavours – pressed lemon and green apple. With an easy drinking taste, Flying Fish offers something different for consumers looking to share new experiences, new flavours and new tastes at any occasion.
- Hero, a Nigerian beer brewed using local sorghum and malted barley, reached sales of 2.2 million hectolitres in 2017.
- Hansa Pilsener is brewed in true pilsener style, using Saaz hops which are responsible for the brand's unique hoppy aroma.
- Kilimanjaro Premium Lager is named after Tanzania's iconic Mount Kilimanjaro, the highest mountain in Africa. Launched in 1996, it boasts an easy drinking taste made from ingredients grown on the slopes of Mount Kilimanjaro and nourished by the pure waters that flow from its ice-capped peak. It is light in colour with medium 4.5% ABV and has a crisp refreshing taste.
- Safari, first brewed in Tanzania in 1977, is a full-flavoured, full-bodied beer with a rich golden colour and taste that gave rise to a new era of beer brewing in Tanzania. From the very beginning, the brand established its roots as the masculine Tanzanian lager and today it is still the mainstream category leader inspiring young Tanzanian men to follow their paths.

Asia Pacific

- Cass is the market leader in South Korea.
- Sedrin is a strong regional brand that originated in China's Fujian province.
- Carlton Draught is a traditional, full-strength lager and one of Australia's highest selling tap beers.
- Victoria Bitter was first brewed in the 1850s by the founder of Victoria Brewery. Today, it is brewed with a unique combination of ingredients, including Australian pale malt, the brewery's own special yeast and "Pride of Ringwood" hops grown in Victoria and Tasmania.

In certain markets, the Group also distributes products of other brewers under licences, such as Kirin in the United States and Staropramen in Russia and Ukraine. Within Europe, Compañía Cerveçera de Canarias (in the Canary Islands) brews Carlsberg under licence. Additionally Compañía Cerveçera de Canarias has an agreement to distribute Guinness in the Canary Islands.

Non-alcoholic malt beverages

The Group takes pride in empowering consumers to make smart drinking choices. As part of the Group's 2025 Global Smart Drinking Goals, it is committed to ensuring that 20% of its global beer volume will be dedicated to no-alcohol and lower-alcohol products by the end of 2025. This commitment ensures that consumers have ample choice when making their responsible drinking decisions.

The Group has continued to expand its global portfolio of non-alcoholic beverages, which currently houses over 15 brands. Brahma 0.0% is the number one non-alcoholic beer in Brazil, reaching over 78% market share in the non-alcoholic beer category in 2017, according to AC Nielsen. In 2017, Budweiser launched a non-alcoholic variant in China, the United Kingdom and Ukraine, as did Pacena in Bolivia and Castle Free in South Africa. Hoegaarden continues to expand its Radler solution, with the release of new flavours in 2017.

Near-Beer

Some of the Issuer's recent innovations which often involve other malt beverages, have stretched beyond typical beer occasions, such as the Rita family in the United States, Palm Bay and Mike's Hard Lemonade in Canada, Victoria Chelada in Mexico and Flying Fish Chill in South Africa. These innovations are designed to grow the near beer category and improve the Group's market share of alcoholic beverage categories other than beer by addressing changing consumer trends and preferences.

Non-Beer

Soft Drinks

While its core business is beer, the Group also has an important presence in the soft drink market, with soft drink operations in Africa and Latin America, and Ambev has soft drinks operations in South America and the Caribbean. Soft drinks include both carbonated and non-carbonated soft drinks.

The Group's soft drinks business includes both its own brands and agreements with PepsiCo related to bottling and distribution of PepsiCo brands. Ambev has long-term agreements with PepsiCo whereby Ambev has been granted the exclusive right to bottle, sell and distribute certain PepsiCo brands in Brazil including Pepsi-Cola Gatorade, H2OH! and Lipton Ice Tea. Through the Group's Latin America South operations, Ambev is also PepsiCo's bottler for Argentina, Uruguay, Bolivia and Dominican Republic. In Panama, the Group also produces and bottles PepsiCo soft drinks under an exclusive bottling agreement and also bottles Schweppes soft drinks under licence.

Apart from the bottling and distribution agreements with PepsiCo, Ambev also produces, sells and distributes its own soft drinks. Its main carbonated soft drinks brand is Guaraná Antarctica. In 2017, Fusion became the third largest brand within the energy drink market in Brazil.

The Group also has interests in certain water bottling and distribution businesses in Mexico, Argentina, Brazil, Ecuador, El Salvador, Honduras, Panama, Peru and throughout Africa.

In the United States, the Group sells Teavana and an energy drink called Hi Ball.

Other alcoholic beverages

The Group also has operations throughout Africa that produce relatively short-life traditional beer, brewed using sorghum under various brand names including Chibuku, Chibuku Super, Invelo and Nzagamba.

The Group has further interests in wines and spirits operations and distribution businesses in Australia, Dominican Republic, Nigeria and Tanzania.

Main Markets

The Group is a global brewer, with sales in over 150 countries across the globe in the markets listed in Section 5 (*Description of the Issuer – Principal activities and products*).

The last two decades have been characterised by rapid growth in fast-growing developing markets, notably in certain regions of Africa, Asia, and Central and South America, where the Group has significant sales.

Each market in which the Group operates has its own dynamics and consumer preferences and trends. Given the breadth of its brand portfolio, the Issuer believes the Group is well-placed to address changing consumer needs in the various categories (premium, core and value) within any given market.

The Group is organised into seven business segments.

The business segments and their corresponding countries are:

- *North America*: the United States and Canada;
- *Latin America West*: Colombia, Ecuador, El Salvador, Honduras, Mexico and Peru;
- *Latin America North*: Brazil, the Dominican Republic, Guatemala, Panama, St. Vincent, Cuba, Puerto Rico, Barbados, Dominica and the Caribbean;

- *Latin America South*: Argentina, Uruguay, Chile, Paraguay and Bolivia;
- *EMEA*: the United Kingdom, Ireland, France, Italy, Spain, Russia, Ukraine, Belgium, Netherlands, Luxembourg, Germany, Switzerland, Austria, African Islands, Botswana, Ethiopia, Ghana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Nigeria, South Africa, Swaziland, Tanzania, Uganda, and Zambia and export activities in Europe and Middle East;
- *Asia Pacific*: Australia, China, India, Japan, New Zealand, South Korea, Vietnam and other South and Southeast Asian countries; and
- *Global Export and Holdings Companies*.

The table below sets out the Group's total volumes broken down by business segment for the periods shown:

Market	2017		2016 ⁽¹⁾⁽²⁾		2015 ⁽¹⁾	
	Volumes (million hectolitres)	Volumes (% of total)	Volumes (million hectolitres)	Volumes (% of total)	Volumes (million hectolitres)	Volumes (% of total)
North America.....	114	18.5%	117	23.4%	118	25.8%
Latin America West.....	111	18.1%	64	12.7%	44	9.6%
Latin America North.....	119	19.5%	118	23.6%	123	26.9%
Latin America South.....	34	5.6%	32	6.4%	34	7.4%
EMEA	132	21.5%	75	15.1%	45	9.8%
Asia Pacific.....	102	16.6%	92	18.4%	90	19.7%
Global Export and Holding Companies	1	0.2%	2	0.4%	3	0.7%
Total.....	613	100.0%	500	100.0%	457	100.0%

Notes:

- (1) Effective 1 October 2016, the Group's business segments changed to be as follows: North America, Latin America West, Latin America North, Latin America South, EMEA, Asia Pacific and Global Export and Holding Companies. The figures for the year ended 31 December 2015 have been restated to reflect this allocation.
- (2) Following completion of the Combination, the Issuer is consolidated Former ABI SAB and reporting results and volumes of the retained Former ABI SAB operations as of the fourth quarter of 2016.

On an individual country basis, the Group's largest markets by volume listed, during the year ended 31 December 2017, in alphabetical order, were Argentina, Australia, Brazil, Canada, China, Colombia, El Salvador, Honduras, Mexico, Peru, Russia, South Africa, South Korea, the United Kingdom and the United States, with each market having its own dynamics and consumer preferences and trends. Given the breadth of its brand portfolio, the Group believes it is well placed to address changing consumer needs in the various categories (premium, core and value) within any given market.

Competition

The Issuer believes the Group's largest competitors are Heineken, Carlsberg, CR Snow and Molson Coors Brewing Company based on information from the Plato Logic Limited report for the calendar year 2016 (published in December 2017).

Historically, brewing was a local industry with only a few players having a substantial international presence. Larger brewing companies often obtained an international footprint through direct exports, licensing agreements and joint venture arrangements. However, the last several decades have seen a transformation of the industry, with a prolonged period of consolidation. This trend started within the more established beer markets of Western Europe and North America, and took the form of larger businesses being formed through merger and acquisition activity within national markets. More recently, consolidation has also taken place within developing markets. Over the last decade, the global consolidation process has accelerated, with brewing groups making significant acquisitions outside of their domestic markets and increasingly looking to purchase other regional brewing organisations. As a result of this consolidation process, the absolute and relative size of the world's largest brewers has substantially increased. Therefore, today's leading international brewers have significantly more diversified operations and have established leading positions in a number of international markets.

The Group has participated in this consolidation trend, and has grown its international footprint through a series of mergers and acquisitions described in Section 5 (*Description of the Issuer – General Overview – History and Development of the Issuer*), which include:

- the acquisition of Beck's in 2002;
- the creation of InBev in 2004, through the combination of Interbrew and Ambev;
- the Anheuser-Busch acquisition in November 2008;
- the combination with Grupo Modelo in June 2013;
- the re-acquisition of Oriental Brewery in April 2014; and
- the combination with Former ABI SAB in October 2016.

The ten largest brewers in the world in 2017 in terms of volume are as set out in the table below.

Rank	Name	Volume (million hectolitres)⁽¹⁾
1	AB InBev	500.8
2	Heineken	234.5
3	CR Snow	118.2
4	Carlsberg	117.4
5	Molson Coors Brewing Company	95.7
6	Tsingtao (Group)	79.7
7	Asahi	71.3
8	Beijing Yanjing	41.6
9	EFES	33.1
10	Castel/BGI	30.9

Note:

- (1) Source: Plato Logic Limited report for the calendar year 2017 (published in October 2018). Volumes are based on calculations on total volumes of majority owned subsidiaries, also licence brewing. The Group's own beer volumes for the year ended 31 December 2017 were 508 million hectolitres and were 434 million hectolitres for the year ended 31 December 2016. Following completion of the Combination, the Group consolidated Former ABI SAB and reporting results and volumes of the retained Former ABI SAB operations as of the fourth quarter of 2016.

In each of the Group's regional markets, it competes against a mixture of national, regional, local, and imported beer brands. In many countries in Latin America, the Issuer competes mainly with local players and local beer brands. In North America, Brazil and in other selected countries in Latin America, Europe and Asia Pacific, the Issuer competes primarily with large leading international or regional brewers and international or regional brands.

Weather and Seasonality

Weather conditions directly affect consumption of the Group's products. High temperatures and prolonged periods of warm weather favour increased consumption of the Group's products, while unseasonably cool or wet weather, especially during the spring and summer months, adversely affect the Group's sales volumes and, consequently, its revenue. Accordingly, product sales in all of the Group's business segments are generally higher during the warmer months of the year (which also tend to be periods of increased tourist activity) as well as during major holiday periods.

Consequently, for many countries in EMEA and most countries in the Latin America North and Latin America South regions (particularly Argentina and most of Brazil) volumes are usually stronger in the first and fourth quarters due to year-end festivities and the summer season in the Southern Hemisphere, while for some countries in Latin America West and EMEA and the countries in the North America and Asia Pacific regions, volumes tend to be stronger during the spring and summer seasons in the second and third quarters of each year.

Based on 2017 information, for example, the Group realised 55% of its total 2017 volumes in Europe in the second and third quarters, compared to 45% in the first and fourth quarters of the year, whereas in Latin America South,

the Group realised 43% of its sales volume in the second and third quarters, compared to 57% in the first and fourth quarters.

Although such sales volume figures are the result of a range of factors in addition to weather and seasonality, they are nevertheless broadly illustrative of the historical trend described above.

Brewing Process; Raw Materials and Packaging; Production Facilities; Logistics

Brewing Process

The basic brewing process for most beers is straightforward, but significant know-how is involved in quality and cost control. The most important stages are brewing and fermentation, followed by maturation, filtering and packaging. Although malted barley (malt) is the primary ingredient, other grains such as unmalted barley, corn, rice or wheat are sometimes added to produce different beer styles. The proportion and choice of other raw materials varies according to regional taste preferences and the type of beer.

Raw Materials and Packaging

The main raw materials used in the Group's beer and other alcoholic malt beverage production are malted barley, corn grits, corn syrup, rice, hops and water. In some of the Group's regions, such as in Africa, locally sourced agricultural products such as sorghum or cassava are used in place of malted barley. For non-beer production (mainly carbonated soft drinks) the main ingredients are flavoured concentrate, fruit concentrate, sugar, sweetener and water. In addition to these inputs into the Group's products, delivery of its products to consumers requires extensive use of packaging materials such as glass, polyethylene terephthalate ("PET") and aluminium bottles, aluminium or steel cans and kegs, aluminium can stock, labels, plastic crates, metal and plastic closures, folding cartons, cardboard products and plastic films.

The Group uses only its own proprietary yeast, which is grown in the Group's facilities. In some regions, the Group imports hops to obtain adequate quality and appropriate variety for flavour and aroma. The Group purchases these ingredients through the open market and through contracts with suppliers. The Group also purchases barley and processes it to meet malt requirements at the Group's malting plants.

Prices and sources of raw materials are determined by, among other factors:

- the level of crop production;
- weather conditions;
- export demand; and
- governmental taxes and regulations.

The Group hedges some of its commodities contracts on the financial markets and some of its malt requirements are purchased on the spot market.

The Group has supply contracts with respect to most packaging materials as well as its own production capacity see Section 5 (*Description of the Issuer—Brewing Process; Raw Materials and Packaging, Production Facilities; Logistics – Production Facilities*) below. The choice of packaging materials varies by cost and availability in different regions, as well as consumer preferences and the image of each brand. The Group also uses aluminium cansheet for the production of beverage cans and lids.

Hops, PET resin and, to some extent, cans are mainly sourced globally. Malt, adjuncts (such as unmalted grains or fruit), sugar, steel, cans, labels, metal closures, soda ash for the Group's glass plants, plastic closures, preforms and folding cartons are sourced regionally. Electricity is sourced nationally, while water is sourced locally, for example, from municipal water systems and private wells.

The Group uses natural gas as the primary fuel for its plants, and diesel as the primary fuel for freight. The Group believes adequate supplies of fuel and electricity are available for the conduct of its business. The energy commodity markets have experienced, and can be expected to continue to experience, significant price volatility. The Group manages its energy costs using various methods including supply contracts, hedging techniques and fuel switching.

Production Facilities

The Issuer's production facilities are spread across its regions, giving it a balanced geographical footprint in terms of production and allowing it to efficiently meet consumer demand across the globe. The Issuer manages its production capacity across its zones, countries and plants. It typically owns its production facilities free of any major encumbrances. The Issuer also leases a number of warehouses and other commercial buildings from third parties.

Beverage Production Facilities

The Group's beverage production facilities comprised 238 breweries and/or non-beer plants as of 31 December 2017 spread across its regions. Of these 238 plants, 189 produced only beer and other alcoholic malt beverages, 14 produced only soft drinks and 35 produced beer, other alcoholic malt beverages and soft drinks. Except in limited cases (for example, the Hoegaarden brewery in Belgium), the Group's breweries are not dedicated to one single brand of beer. This allows efficient allocation of production capacity within the Group.

The table below sets out, for each of the Group's business segments (excluding Global Export and Holdings Companies) in 2017, the number of beverage production plants (breweries and/or non-beer drink plants) as well as the plants' overall capacity.

Business Segment	Number of plants as of 31 December 2017 ⁽⁴⁾⁽⁶⁾	2017 volumes ⁽¹⁾⁽⁴⁾⁽⁶⁾		Annual engineering capacity as of 31 December 2017 ⁽⁴⁾⁽⁶⁾	
		Beer (thousands of hectolitres) ⁽²⁾	Non-Beer ⁽³⁾ (thousands of hectolitres)	Beer (thousands of hectolitres) ⁽²⁾	Non-Beer ⁽³⁾ (thousands of hectolitres)
North America.....	32	113,496	-	130,076	0
Latin America West	30	90,797	19,829	125,469	22,600
Latin America North	37	90,363	29,010	134,017	68,791
Latin America South	20	23,826	10,236	30,661	20,202
EMEA	63	91,285	40,407	135,505	5,133
Asia Pacific	56	101,986	-	166,632	42
Total⁽⁵⁾	238	511,735	99,482	722,359	116,767

Notes:

- (1) Reported volumes.
- (2) For the purposes of this table, the beer category includes near beer beverages, such as the Rita family of beverages and MixxTail.
- (3) The non-beer category includes soft drinks and certain other beverages, such as Stella Artois Cidre.
- (4) Excludes joint ventures and assets where the Group is not the majority owner.
- (5) Excludes Global Export and Holding Companies with 2017 beer volumes of 1.3 million hectolitres.
- (6) Excludes the Green Field brewery under construction in Mexico Centro.

Non-Beverage Production Facilities

The Group's production plants are supplemented and supported by a number of plants and other facilities that produce raw materials and packaging materials for the Group's beverages. The table below provides additional detail on these facilities as of 31 December 2017.

Type of plant / facility	Number of plants / facilities ⁽¹⁾	Countries in which plants / facilities are located ⁽¹⁾
Malt plants	23	Argentina, Brazil, Colombia, Ecuador, Mexico, Peru, Russia, South Africa, South Korea, Uganda, United States, Uruguay, Zambia
Rice / Corn grits mill.....	6	Argentina, Bolivia, Peru, United States
Farm and agriculture	7	Argentina, Brazil, China, Germany, United States, South Africa
Hop pellet plant.....	1	Argentina
Glass bottle plants.....	6	Brazil, Mexico, Paraguay, United States
Bottle cap plants.....	6	Argentina, Brazil, Colombia, Honduras, Mexico, South Africa
Label plants.....	3	Brazil, Colombia
Can plants	7	Bolivia, Mexico, United States
Can lid manufacturing plants	2	United States
Crown and closure liner material plant.....	1	United States
Soft drink concentrate plants.....	2	Brazil
Sand quarries.....	1	Mexico
Yeast plants.....	1	Brazil
Plastic Crates plants	1	Honduras
Other	1	United States

Type of plant / facility	Number of plants / facilities ⁽¹⁾	Countries in which plants / facilities are located ⁽¹⁾
Total	68	—

Notes:

(1) Excludes plants and facilities owned by joint ventures and assets where the Group is not the majority owner.

In addition to production facilities, the Group also maintains a geographical footprint in key markets through sales offices and distribution centres. Such offices and centres are opened as needs in the various markets arise.

Capacity Expansion and Investments

The Group continually assesses whether its production footprint is optimised to support future customer demand. Footprint optimisation, for example, adding new capabilities (such as plants, packaging lines or distribution centres) to its portfolio, not only allows the Group to boost production capacity, but the strategic location often also reduces distribution time and costs so that its products reach consumers rapidly, efficiently and at a lower total cost. Conversely, footprint optimisation can lead to the divesting of some assets, such as reducing some production and distribution capabilities as needed to maintain the most optimal operational network.

For example, in 2017 Former AB InBev also invested in additional brewing, packaging and distribution capacities in multiple countries including China, Vietnam, Colombia, South Africa, Mexico, the U.S., Argentina, Dominican Republic, Brazil, Nigeria and Belgium to meet the Group's, and the Issuer's future demand expectations in these countries or for export volumes.

The Group's capital expenditures are primarily funded through cash from operating activities and are for production facilities, logistics, administrative capabilities improvements, hardware and software.

The Group may also outsource, to a limited extent, the production of items which it is either unable to produce in its own production network (for example, due to a lack of capacity during seasonal peaks) or for which it does not yet want to invest in new production facilities (for example, to launch a new product without incurring the full associated start-up costs). Such outsourcing mainly relates to secondary repackaging materials that the Group cannot practicably produce on its own, in which case its products are sent to external companies for repackaging (for example, gift packs with different types of beers).

Logistics

The Group's logistics organisation is composed of (i) a first tier, which comprises all inbound flows into the plants of raw materials and packaging materials and all the outbound flows from the plants into the second drop point in the chain (for example, distribution centres, warehouses, wholesalers or key accounts), and (ii) a second tier, which comprises all distribution flows from the second drop point into the customer delivery tier (for example, pubs or retailers).

The transportation mechanics of the Group vary by market depending on economic and strategic considerations. The Group may outsource transportation to third-party contractors, retain such capability in-house, or implement owner-driver programmes, among other options.

Some of the Group's breweries have a warehouse that is attached to its production facilities. In places where its warehouse capacity is limited, external warehouses are rented. The Group strives to centralise fixed costs which has resulted in some plants sharing warehouse and other facilities with each other.

Where it has been implemented, the VPO programme has had a direct impact on the Group's logistics organisation, for example in respect of safety, quality, environment, scheduling, warehouse productivity and loss prevention actions.

Distribution of Products

The Group depends on effective distribution networks to deliver products to its customers. The Group reviews its focus markets for distribution and licensing agreements on an annual basis. The focus markets will typically be markets with an interesting premium category and with reliable and strong partners (brewers and/or importers). Based on these criteria, focus markets are then chosen.

The distribution of beer, other alcoholic beverages and non-beer drinks varies from country to country and from region to region. The nature of distribution reflects consumption patterns and market structure, geographical density of customers, local regulation, the structure of the local retail sector, scale considerations, market share, expected added-value and capital returns, and the existence of third-party wholesalers or distributors. In some markets, brewers distribute directly to customers (for example, in Belgium). In other markets, wholesalers may play an important role in distributing a significant proportion of beer to customers either for legal reasons (for example, in certain U.S. states and Canada where there may be legal constraints on the ability of a beer manufacturer to own a wholesaler), or because of historical market practice (for example, in China, Russia and Argentina). In some instances, the Group has acquired third-party distributors to help it self-distribute its products, for example, in Brazil and Mexico.

The products brewed in the United States are sold to 440 wholesalers with the exclusive right to carry the Group's products within a designated territory, for resale to retailers, with some entities owning more than one wholesaler. As of the end of 2017, the Group owned 17 of these wholesalers and had ownership stakes in another two of them. The remaining wholesalers are independent businesses. In certain countries, the Group enters into exclusive importer arrangements and depends on its counterparties to these arrangements to market and distribute its products to points of sale. In certain markets, the Group also distributes the products of other brewers.

The Group generally distributes its products through (i) its own distribution, in which it delivers to points of sale directly, and (ii) third-party distribution networks, in which delivery to points of sale occurs through wholesalers and independent distributors. In certain cases, the Group may own or have an ownership stake in a wholesaler. Third-party distribution networks may be exclusive or non-exclusive.

As a customer-driven organisation, the Group has programmes for professional relationship building with its customers in all markets regardless of the chosen distribution method. This happens directly, for example, by way of key customer account management, and indirectly, by way of wholesaler excellence programmes.

The Group seeks to provide media advertising, point-of-sale advertising, and sales promotion programmes to promote its brands. Where relevant, the Group complements national brand strategies with geographic marketing teams focused on delivering relevant programming addressing local interests and opportunities.

Licensing

In markets where the Group has no local affiliate, it may choose to enter into licence agreements or, alternatively, international distribution and/or importation agreements, depending on the best strategic fit for each particular market. Licence agreements, entered into by the Group, grant the right to third-party licencees to manufacture, package, sell and market one or several of its brands in a particular assigned territory under strict rules and technical requirements. In the case of international distribution and/or importation agreements, the Group may produce and package the products itself while the third party distributes, markets and sells the brands in the local market.

The Group has entered into a number of licensing, distribution and importation agreements relating to its brands, including the following:

- Stella Artois is licensed to third parties in various countries including Algeria, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Israel, Kosovo, Montenegro, New Zealand, Romania, Serbia and Slovakia, while Beck's is licensed to third parties in Algeria, Bosnia and Herzegovina, Bulgaria, Croatia, Hungary, Kosovo, Montenegro, New Zealand, Romania, Serbia, Slovakia and Tunisia and an existing licence for Beck's is being renegotiated in Turkey.
- Budweiser is brewed and sold in Japan through a licence and distribution agreements with Kirin Brewery Company, Limited. A licensing agreement allows Diageo Ireland to brew and sell Budweiser and Bud Light in the Republic of Ireland and Diageo Northern Ireland has the right to sell Budweiser in Northern Ireland. Budweiser is also brewed under licence and sold by Heineken in Panama. The Group also sells various brands, including Budweiser, by exporting from its licence partners' breweries to other countries.
- The Corona beer brand is perpetually licensed to a subsidiary of Constellation Brands, Inc. for production in Mexico and marketing and sales in 50 states of the United States, the District of Columbia and Guam.
- Aguila, Castle Lager, Castle Lite, Sheaf Stout, Victoria Bitter, Crown Lager, Pure Blonde, Carlton Draught, Carlton Dry, Cusqueña, Cristal, Foster's, Redd's, Cascade Brewery Company products, Matilda Bay Brewing Company products and certain other brands are perpetually licensed to Molson Coors in the

50 states of the United States, the District of Columbia and Puerto Rico. The Group has retained rights to brew and distribute these beers outside of the United States, the District of Columbia and Puerto Rico.

The Group also manufactures and distributes other third-party brands, such as Kirin in the United States and Molson Coors's brand Staropramen in Russia and Ukraine. Ambev, the Issuer's listed Brazilian subsidiary, and some of the Issuer's other subsidiaries have entered into manufacturing and distribution agreements with PepsiCo. Major brands that are distributed under this agreement are Pepsi, 7UP and Gatorade (see Section 5 (*Description of the Issuer - Principal Activities and Products—Non-Beer—Soft Drinks*)) for further information in this respect). Ambev also has a licence agreement with the Issuer which allows it to exclusively produce, distribute and market Budweiser and Stella Artois in Brazil and Canada. Ambev also distributes Budweiser in Paraguay, Guatemala, Dominican Republic, El Salvador, Nicaragua, Uruguay and Chile and Corona in Argentina, Bolivia, Paraguay, Uruguay, Chile, Guatemala, El Salvador, Panama, Nicaragua and Canada.

Molson Coors has rights to brew and/or distribute, under licence, Beck's, Löwenbräu, Spaten and Stella Artois, in Albania, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Hungary, Kosovo, Macedonia, Moldova, Montenegro, Romania, Serbia, Slovakia and Slovenia.

See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – The Group relies on key third parties, including key suppliers, and the termination or modification of the arrangements with such third parties could negatively affect its business*).

Intellectual Property; Research and Development

Intellectual Property

The Issuer's intellectual property portfolio mainly consists of trademarks, patents, registered designs, copyrights, know-how and domain names. This intellectual property portfolio is managed by the Issuer's internal legal department, in collaboration with a selected network of external intellectual property advisors. The Issuer places importance on achieving close cooperation between its intellectual property team and its marketing and research and development teams. An internal stage gate process promotes the protection of the Group's intellectual property rights, the swift progress of its innovation projects and the development of products that can be launched and marketed without infringing any third-party's intellectual property rights. A project can only move on to the next step of its development after the necessary verifications (for example, availability of trademark, existence of prior technology/earlier patents and freedom to market) have been carried out. This internal process is designed to ensure that financial and other resources are not lost due to oversights in relation to intellectual property protection during the development process.

The Issuer's patent portfolio is carefully built to gain a competitive advantage and support its innovation and other intellectual assets. The Group currently has more than 160 pending and granted patent families, each of which covers one or more technological inventions. This means the Group has or is seeking to obtain patent protection for more than 165 different technological inventions. The extent of the protection differs between technologies, as some patents are protected in many jurisdictions, while others are only protected in one or a few jurisdictions. The Group's patents may relate, for example, to brewing processes, improvements in production of fermented malt-based beverages, treatments for improved beer flavour stability, non-alcoholic beer development, filtration processes, beverage dispensing systems and devices, can manufacturing processes or beer packaging or novel uses for brewing materials and disruptive technologies.

The Group's licences in limited technology from third parties. It also licences out certain of its intellectual property to third parties, for which it receives royalties.

Innovation, Research and Development

Given its focus on innovation, the Group places a high value on research and development ("**R&D**"). In 2017, the Group spent USD 276 million (USD 244 million in 2016) on R&D. The spend focused on product innovation, market research, as well as process optimisation and product development.

R&D in product innovation covers liquid, packaging and dispense innovation. Product innovation consists of breakthrough innovation, incremental innovation and renovation (that is, updates and enhancements of existing products and packages). The main goal for the innovation process is to provide consumers with better products and experiences. This includes launching new liquids, new packaging and new dispense systems that deliver better performance both for the consumer and in terms of financial results, by increasing the Group's competitiveness in the relevant markets. With consumers comparing products and experiences offered across very different beverage

categories and the choice of beverages increasing, the Group's R&D efforts also require an understanding of the strengths and weaknesses of other beverage categories, spotting opportunities for beer and malt beverages and developing consumer solutions (products) that better address consumer needs and deliver better experiences. This requires understanding consumer emotions and expectations. Sensory experience, premiumisation, convenience, sustainability and design are all central to the Group's R&D efforts.

R&D in process optimisation is primarily aimed at quality improvement, capacity increase (plant debottlenecking and addressing volume issues, while minimising capital expenditure) and improving efficiency. Newly developed processes, materials and/or equipment are documented in best practices and shared across business regions. Current projects range from malting to bottling of finished products.

Knowledge management and learning also make up an integral part of research and development. The Group seeks to continuously increase its knowledge through collaborations with universities and other industries.

The Group's R&D team is regularly briefed (on at least an annual basis) on the Group's priorities and its business regions' priorities and approves concepts and technologies which are subsequently prioritised for development. The R&D teams invest in both short- and long-term strategic projects for future growth, with the launch time depending on complexity and prioritisation.

The Group's Global Innovation and Technology Center, located in Leuven, Belgium, accommodates the Product, Packaging, Raw Material, Process, and Dispense Development teams and has facilities such as Labs, Experimental Brewery and Sensory Analysis. In addition to the Global Innovation and Technology Center, the Issuer also has Product, Packaging and Process development teams located in each of its six geographic regions focusing on the short and medium-term development and implementation needs of such regions.

Insurance

The Issuer (which includes its subsidiaries) self-insures most of its insurable risk. However, it does purchase insurance for directors' and officers' liability and other coverage where required by law or contract or where considered to be in the best interest of the Group. Under the Co-operation Agreement (as defined herein), the Group has procured the provision of directors' and officers' insurance for former directors and officers of ABI SAB for a period of six years following the completion of the Combination. It maintains a comprehensive approach to insurable risk, which is mainly divided in two general categories:

- **Assets:** a combination of self-insurance and insurance is used to cover the Issuer's physical properties and business interruption; and
- **Liabilities:** a combination of self-insurance and insurance is used to cover losses due to damages caused to third parties; for executive risks (risks related to the Issuer's board and management) and automobile insurance (which is required by law in most jurisdictions).

The Issuer believes it has adequate approach to insurable risk based on its market capitalisation and its worldwide presence. The Issuer further believes that the types and level of insurance it maintains is appropriate for the risks of its business.

Regulations Affecting the Group's Business

The Group's worldwide operations are subject to extensive regulatory requirements regarding, among other things, production, distribution, importation, marketing, promotion, labelling, advertising, labour, pensions and public health, consumer protection and environmental issues. For example, in the United States, federal and state laws regulate most aspects of the brewing, sale, marketing, labelling and wholesaling of alcoholic beverage products. At the federal level, the Alcohol and Tobacco Tax and Trade Bureau of the U.S. Treasury Department oversees the industry, and each state in which the Group sells or produces products, and some local authorities in jurisdictions in which it sells products, also have regulations that affect business conducted by it and other brewers and wholesalers. It is the policy of the Group to abide by the laws and regulations around the world that apply to it or to its business. The Group relies on legal and operational compliance programmes, as well as local in-house and external counsel, to guide its businesses in complying with applicable laws and regulations of the countries in which it operates.

See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – Certain of the Group's operations depend on independent distributors or wholesalers to sell its products*), (*Risk Factors – Risks relating to the Obligors and their activities – Negative publicity, perceived health risks and associated government regulations*)

may harm the Group's business), (Risk Factors – Risks relating to the Obligors and their activities – The Group could incur significant costs as a result of compliance with, and/or violations of or liabilities under various regulations that govern the Group's operations), (Risk Factors – Risks Relating to the Obligors and their activities – Climate change or other environmental concerns, or legal, regulatory or market measures to address climate change or other environmental concerns, may negatively affect the Group's business or operations, including the availability of key production inputs), (Risk Factors – Risks relating to the Obligors and their activities – AB InBev's subsidiary, Ambev, operates a joint venture in Cuba, in which the Government of Cuba is its joint venture partner. Cuba remains subject to comprehensive economic and trade sanctions by the United States and Ambev's operations in Cuba may adversely affect the Group's reputation and the liquidity and value of its securities).

Production, advertising, marketing and sales of alcoholic beverages are subject to various restrictions around the world, often based on health considerations related to the misuse or harmful use of alcohol. These range from a complete prohibition of alcohol in certain countries and cultures through the prohibition of the import of alcohol, to restrictions on the advertising style, media and messages used. In a number of countries, television is a prohibited medium for advertising alcohol products, and in other countries, television advertising, while permitted, is carefully regulated. Media restrictions may constrain the Group's brand building and innovation potential. Labelling of the Group's products is also regulated in certain markets, varying from health warning labels to importer identification, alcohol strength and other consumer information. Specific warning statements related to the risks of misusing alcohol products, including beer, have also become prevalent in recent years. Introduction of smoking bans in pubs and restaurants may have negative effects on on-trade consumption (that is, beer purchased for consumption in a pub or restaurant or similar retail establishment), as opposed to off-trade consumption (that is, beer purchased at a retail outlet for consumption at home or another location). The Issuer believes that the regulatory environment in most countries in which the Group operates is becoming increasingly stringent with respect to health issues and expects this trend to continue in the future.

The distribution of beer and other alcoholic beverage products by the Group may also be regulated. In certain markets, alcohol may only be sold through licensed outlets, varying from government- or state-operated monopoly outlets (for example, in the off-trade channel of certain Canadian provinces) to the common system of licensed on-trade outlets (for example, licensed bars and restaurants) which prevails in many countries (for example, in much of the European Union). In the United States, states operate under a three-tier system of regulation for beer products from brewer to wholesaler to retailer, meaning that the Group will usually work with licensed third-party distributors to distribute its products to the points of sale.

In the United States, both federal and state laws generally prohibit the Group from providing anything of value to retailers, including paying slotting fees or (subject to exceptions) holding ownership interests in retailers. Some states prohibit the Group from being licensed as a wholesaler for its products. State laws also regulate the interactions among the Group, its wholesalers and consumers by, for example, limiting merchandise that can be provided to consumers or limiting promotional activities that can be held at retail premises. If the Group were found to have violated applicable federal or state alcoholic beverage laws, it could be subject to a variety of sanctions, including fines, equitable relief and suspension or permanent revocation of its licences to brew or sell its products.

Governments in most of the countries in which the Group operates also establish minimum legal drinking ages, which generally vary from 16 to 21 years, or impose other restrictions on sales. Some governments have imposed or are considering imposing minimum pricing on alcohol products. Moreover, governments may seek to address harmful use of alcohol by raising the legal drinking age, further limiting the number, type or operating hours of retail outlets or expanding retail licensing requirements. The Group works both independently and together with other brewers and alcoholic beverage companies to tackle the harmful use of alcohol products and actively promote responsible sales and consumption.

Growing concern over the rise of obesity and obesity-related diseases, such as Type 2 diabetes, are accelerating global policy debates on reducing consumption of sugar in beverages and foods. This may have an impact on the Group's soft drink business.

The Group is subject to antitrust and competition laws in the jurisdictions in which it operates and may be subject to regulatory scrutiny in certain of these jurisdictions. See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – The Group is exposed to antitrust and competition laws in certain jurisdictions and the risk of changes in such laws or in the interpretation and enforcement of existing antitrust and competition laws*). In addition, the Combination has been subject to the review and authorisation of various regulatory authorities, which have imposed conditions with which the Group is required to comply.

In many jurisdictions, excise and other indirect duties, including legislation regarding minimum alcohol pricing, make up a large proportion of the cost of beer charged to customers. In the United States, for example, the brewing industry is subject to significant taxation. The United States federal government currently levies an excise tax of USD 18 per barrel (equivalent to approximately 117 litres) of beer sold for consumption in the United States. All states also levy excise taxes on alcoholic beverages. Proposals have been made to increase the federal excise tax as well as the excise taxes in some states. In recent years, a number of countries have adopted proposals to increase beer excise taxes. Rising excise duties can drive up the Group's pricing to the consumer, which in turn could have a negative impact on its results of operations. See Section 2 (*Risk Factors – Risks relating to the Obligors and their activities – The beer and beverage industry may be subject to adverse changes in taxation*).

The Group's products are generally sold in glass or PET bottles or aluminium or steel cans. Legal requirements apply in various jurisdictions in which the Group operates, requiring that deposits or certain eco-taxes or fees are charged for the sale, marketing and use of certain non-refillable beverage containers. The precise requirements imposed by these measures vary. Other types of beverage-container-related deposit, recycling, eco-tax and/or extended producer responsibility statutes and regulations also apply in various jurisdictions in which the Group operates.

The Group is subject to different environmental legislation and controls in each of the countries in which it operates. Environmental laws in the countries in which the Group operates mostly relate to (i) the conformity of its operating procedures with environmental standards regarding, among other things, the emission of gas and liquid effluents, (ii) the disposal of one-way (that is, non-returnable) packaging, and (iii) noise levels. The Issuer believes that the regulatory climate in most countries in which the Group operates is becoming increasingly strict with respect to environmental issues and expects this trend to continue in the future. Achieving compliance with applicable environmental standards and legislation may require plant modifications and capital expenditures. Laws and regulations may also limit noise levels and the disposal of waste, as well as impose waste treatment and disposal requirements. Some of the jurisdictions in which the Group operates have laws and regulations that require polluters or site owners or occupants to clean up contamination.

The amount of dividends payable to the Group by its operating subsidiaries are, in certain countries, subject to exchange control restrictions of the respective jurisdictions where those subsidiaries will be organised and operate.

Group Organisational Structure

The Issuer is the parent and ultimate holding company of the Group. To a large extent, the Issuer is organised as a holding company and its operations are carried out through subsidiaries. The Issuer's domestic and foreign subsidiaries' and affiliated companies' ability to upstream or distribute cash (to be used, among other things, to meet its financial obligations) through dividends, intercompany advances, management fees and other payments is, to a large extent, dependent on the availability of cash flows at the level of such domestic and foreign subsidiaries and affiliated companies and may be restricted by applicable laws and accounting principles.

The Issuer's most significant subsidiaries (as of 31 December 2017) were:

Subsidiary Name	Jurisdiction of incorporation or residence	Proportion of ownership interest	Proportion of voting rights held
Anheuser-Busch Companies, LLC One Busch Place St. Louis, MO 63118	Delaware, U.S.A.	100%	100%
Ambev S.A. Rua Dr. Renato Paes de Barros 1017 3º Andar Itaim Bibi São Paulo, Brazil	Brazil	61.9%	61.9%
Cervecería Modelo de México, S. de R.L. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico City, Mexico	Mexico	100%	100%
ABI SAB Group Holding Limited AB InBev House, Church Street West, Woking, GU21 6HT, United Kingdom	United Kingdom	100%	100%

For a more comprehensive list of the Issuer's most important financing and operating subsidiaries, see note 37 to the Issuer's audited consolidated financial statements as at and for the three years ended 31 December 2017, as set out in the Form 20-F filed with the Securities and Exchange Commission on 19 March 2018 (the "**Form 20-F**").

Related Party Transactions – AB InBev

The Group engages in various transactions with affiliated entities which form part of the consolidated Group. These transactions include, but are not limited to: (i) the purchase and sale of raw materials with affiliated entities, (ii) entering into distribution, cross-licensing, transfer pricing, indemnification, service and other agreements with affiliated entities, (iii) intercompany loans and guarantees with affiliated entities, (iv) import agreements with affiliated entities, such as the import agreement under which Anheuser-Busch imports the Group's European brands into the United States, and (v) royalty agreements with affiliated entities, such as its royalty agreement with one of its United Kingdom subsidiaries related to the production and sale of its Stella Artois brand in the United Kingdom. Such transactions between the Issuer and its subsidiaries are not disclosed in the relevant consolidated financial statements as related party transactions because they are eliminated on consolidation.

Capital and Shares

Amount and value of share capital

The detailed number of the Issuer's shares currently outstanding and the amount of the Issuer's issued and paid-up capital can be found on the Group's website (www.ab-inbev.com). As of 31 December 2017, the issued, paid-up capital of the Issuer was EUR 1,238,608,344.12 and was represented by 2,019,241,973 fully paid-up shares without nominal value.

Categories of Shares

The Issuer's share capital is divided in two categories of shares: all shares are ordinary shares ("**Ordinary Shares**"), except for 325,999,817 restricted shares ("**Restricted Shares**"). Ordinary Shares and Restricted Shares have the same rights except as set out in the Issuer's Articles.

Major Shareholders

Shareholders' structure

The following table shows the shareholders' structure on 30 November 2018 based on the latest notifications made to the Issuer and the Belgian Financial Services and Markets Authority ("**FSMA**") by the shareholders listed below in accordance with article 6 of the Belgian law of 2 May 2007 on the notification of significant shareholdings.

The first twelve entities mentioned in the table act in concert (it being understood that (i) the first ten entities act in concert within the meaning of article 3, §1, 13° of the Belgian law of 2 May 2007 on the disclosure of significant shareholdings in issuers whose securities are admitted to trading on a regulated market and containing various provisions, implementing into Belgian law Directive 2004/109/EC, and (ii) the eleventh and twelfth entities act in concert with the first ten entities within the meaning of article 3, §2 of the Belgian law of 1 April 2007 on public takeover bids) and hold, as per the latest notifications made to the Issuer and the FSMA in accordance with article 6 of the Belgian law of 2 May 2007 on the notification of significant shareholdings, in aggregate, 847,648,483 Ordinary Shares, representing 43.32% of the voting rights attached to the shares outstanding as of 30 November 2018 excluding the 62,502,473 treasury shares held by the Issuer and its subsidiaries Brandbrew S.A., Brandbev S.à r.l. and Mexbrew S.à r.l. Pursuant to the Issuer's Articles, shareholders are required to notify the Issuer as soon as the amount of securities held giving voting rights exceeds or falls below a 3% threshold.

Each of the first twelve entities mentioned in the table below have disclaimed beneficial ownership of all of the Restricted Shares and Ordinary Shares, as applicable, held by Altria and BEVCO.

	Number of Shares	% of voting rights attached to our outstanding shares held ⁽¹⁾
Major shareholders		
<i>Holders of Ordinary Shares</i>		
Stichting Anheuser-Busch InBev , a stichting incorporated under Dutch law (the " Stichting ") ⁽¹⁾⁽²⁾	663,074,832	33.89%
EPS Participations S.à r.l. , a company incorporated under Luxembourg law, affiliated with Eugénie Patri Sébastien (EPS) S.A., its parent company ⁽²⁾⁽³⁾⁽⁵⁾ (" EPS Participations ") ..	130,257,459	6.66%
Eugénie Patri Sébastien (EPS) S.A. , a company incorporated under Luxembourg law, affiliated with the Stichting that it jointly controls with BRC S.à r.l. ⁽²⁾⁽³⁾⁽⁵⁾ (" EPS ")	99,999	0.01%
BRC S.à r.l. , a company incorporated under Luxembourg law, affiliated with the Stichting that it jointly controls with EPS ⁽²⁾⁽⁴⁾ (" BRC ")	37,598,236	1.92%

	Number of Shares	% of voting rights attached to our outstanding shares held ⁽¹⁾
Major shareholders		
Rayvax Société d'Investissements SA , a company incorporated under Belgian law ("Rayvax")	484,794	0.02%
Sébastien Holding SA , a company incorporated under Belgian law, affiliated with Rayvax Société d'Investissements SA, its parent company ⁽²⁾	10	0.00%
Fonds Verhelst SPRL , a company with a social purpose incorporated under Belgian law	0	0.00%
Fonds Voorzitter Verhelst SPRL , a company with a social purpose incorporated under Belgian law, affiliated to Fonds Verhelst SPRL with social purpose, which controls it... ..	6,997,665	0.36%
Stichting Fonds InBev-Baillet Latour , a stichting incorporated under Dutch law	0	0.00%
Fonds Baillet Latour SPRL , a company with a social purpose incorporated under Belgian law, affiliated to Stichting Fonds InBev-Baillet Latour under Dutch law, which controls it ⁽⁶⁾	5,485,415	0.28%
MHT Benefit Holding Company Ltd , a company incorporated under the law of the Bahamas, acting in concert with Marcel Herrmann Telles within the meaning of Article 3, § 2 of the Belgian Law of 1 April 2007 on public takeover bids	3,645,605	0.19%
LTS Trading Company LLC , a company incorporated under Delaware law, acting in concert with Marcel Herrmann Telles, Jorge Paulo Lemann and Carlos Alberto Sicupira within the meaning of Article 3, § 2 of the Belgian Law of 1 April 2007 on public takeover bids	4,468	0.00%
Holders of Restricted Shares		
Altria Group, Inc. ⁽⁷⁾	185,115,417	9.46%
BEVCO Lux Sàrl ⁽⁸⁾	96,862,718	4.95%

Notes:

- (1) By virtue of their responsibilities as directors of the Stichting, Stéfán Descheemaeker, Paul Cornet de Ways Ruart, Grégoire de Spoelberch, Alexandre Van Damme, Marcel Herrmann Telles, Jorge Paulo Lemann, Roberto Moses Thompson Motta and Carlos Alberto Sicupira may be deemed, under the rules of the Securities and Exchange Commission, to be beneficial owners of the Issuer's shares held by the Stichting. However, each of these individuals disclaims such beneficial ownership in such capacity. See Section 5 (*Description of the Issuer – Group Organisational Structure – Significant shareholders and shareholders' arrangements*))
- (2) See Section 5 (*Description of the Issuer – Group Organisational Structure – Significant shareholders and shareholders' arrangements*))
- (3) By virtue of their responsibilities as directors of EPS and EPS Participations, Stéfán Descheemaeker, Paul Cornet de Ways Ruart, Grégoire de Spoelberch and Alexandre Van Damme may be deemed, under the rules of the Securities and Exchange Commission, to be beneficial owners of the Issuer's shares held by EPS and EPS Participations. However, each of these individuals disclaims such beneficial ownership in such capacity.
- (4) Marcel Herrmann Telles, Jorge Paulo Lemann and Carlos Alberto Sicupira have disclosed to the Issuer that they control BRC and as a result, under the rules of the Securities and Exchange Commission, they are deemed to be beneficial owners of the Issuer's shares held by BRC. By virtue of their responsibilities as directors of BRC, Alexandre Behring and Paulo Alberto Lemann may also be deemed, under the rules of the Securities and Exchange Commission, to be the beneficial owners of the Issuer's shares held by BRC. However, Alexandre Behring and Paulo Alberto Lemann disclaim such beneficial ownership in such capacity.
- (5) On 18 December 2013, EPS contributed to EPS Participations its certificates in the Stichting and the shares it held directly in Former AB InBev, except for 100,000 shares.
- (6) On 27 December 2013, Stichting Fonds InBev-Baillet Latour, under Dutch law, acquired a controlling stake in Fonds Baillet Latour SPRL with a social purpose.
- (7) In addition to the Restricted Shares listed above, Altria Group Inc. announced in its Schedule 13D beneficial ownership report on 1 November 2016 that, following completion of the Combination, it purchased 12,341,937 Ordinary Shares in the company, thereby increasing its voting control in the company to 10.09% of the total shares with voting rates issued and outstanding as of 30 November 2018.
- (8) In addition to the Restricted Shares listed above, Bevco Lux Sàrl announced in a notification made on 16 January 2017 in accordance with the Belgian law of 2 May 2007 on the notification of significant shareholdings, that it purchased 4,215,794 Ordinary Shares in the company, thereby increasing its aggregate ownership to 5.17% of the total shares with voting rates issued and outstanding as of 30 November 2018.
- (9) Percentages are calculated on the total number of outstanding shares as at 30 November 2018 (2,019,241,973 shares) minus the number of outstanding shares held in treasury by the Issuer and its subsidiaries Brandbrew S.A., Brandbev S.à r.l. and Mexbrew S.à r.l. as at 30 November 2018 (62,502,473 Ordinary Shares).

Significant shareholders and shareholders' arrangements

Controlling shareholder

The controlling shareholder of the Issuer is Stichting Anheuser Busch InBev, ("**Stichting**"), a foundation organised under the laws of the Netherlands, which represents an important part of the interests of the founding Belgian families of Interbrew (mainly represented by Eugénie Patri Sébastien SA ("**EPS**")) and the interests of the Brazilian families which were previously the controlling shareholders of Ambev represented by BRC S.à r.l. ("**BRC**").

As of 30 November 2018, the Stichting owned 663,074,832 of the Issuer's shares, which represented a 33.89% voting interest based on the number of the Issuer's shares outstanding as of 30 November 2018, excluding the

62,502,473 treasury shares held by the Issuer and its subsidiaries Brandbrew S.A., Brandbev S.à r.l. and Mexbrew S.à r.l. The Stichting and certain other entities acting in concert (within the meaning of Article 3, 13° of the Belgian Law of 2 May on disclosure of significant holdings in listed companies and/or within the meaning of Article 3, § 2 of the Belgian Law of 1 April 2007 on public takeover bids) with it (see Section 5 (*Description of the Issuer – Group Organisational Structure – Significant shareholders and shareholders' arrangements*) below) held, as per the latest notifications made to the Issuer and the FSMA in accordance with article 6 of the Belgian law of 2 May 2007 on the notification of significant shareholdings, in aggregate, 43.32% of the Issuer's shares based on the number of the Issuer's shares outstanding on 30 November 2018, excluding the 62,502,473 treasury shares held by the Issuer and its subsidiaries Brandbrew S.A., Brandbev S.à r.l. and Mexbrew S.à r.l. As of 30 November 2018, BRC held 331,537,416 class B Stichting certificates (indirectly representing 16.94% of the Issuer's shares), Eugénie Patri Sébastien S.A. held one class A Stichting certificate and EPS Participations S.à r.l. held 331,537,415 class A Stichting certificates (together indirectly representing 16.94% of the Issuer's shares). The Stichting is governed by its bylaws and its conditions of administration. Shares held by the Issuer's main shareholders do not entitle such shareholders to different voting rights.

Shareholders' arrangements – the 2016 Shareholders' Agreement

On 11 April 2016, the Stichting, EPS, EPS Participations, BRC and Rayvax entered into an Amended and Restated New Shareholders' Agreement (the "**2016 Shareholders' Agreement**").

The 2016 Shareholders' Agreement addresses, among other things, certain matters relating to the governance and management of both the Issuer and the Stichting, as well as (i) the transfer of the Stichting certificates, and (ii) the de-certification and re-certification process for the Issuer's shares (the "**Shares**") and the circumstances in which the Shares held by the Stichting may be de-certified and/or pledged at the request of BRC, EPS and EPS Participations.

The 2016 Shareholders' Agreement provides for restrictions on the ability of BRC and EPS/EPS Participations to transfer their Stichting certificates.

Pursuant to the terms of the 2016 Shareholders' Agreement, BRC and EPS/EPS Participations jointly and equally exercise control over the Stichting and the Shares held by the Stichting. The Stichting is managed by an eight-member board of directors and each of BRC and EPS/EPS Participations have the right to appoint four directors to the Stichting board of directors. Subject to certain exceptions, at least seven of the eight Stichting directors must be present or represented in order to constitute a quorum of the Stichting board, and any action to be taken by the Stichting board of directors will, subject to certain qualified majority conditions, require the approval of a majority of the directors present or represented, including at least two directors appointed by BRC and two directors appointed by EPS/EPS Participations. Subject to certain exceptions, all decisions of the Stichting with respect to the Shares it holds, including how such Shares will be voted at shareholders' meetings of AB InBev ("**Shareholders' Meetings**"), will be made by the Stichting board of directors.

The 2016 Shareholders' Agreement requires the Stichting board of directors to meet prior to each Shareholders' Meeting to determine how the Shares held by the Stichting are to be voted. In addition, prior to each meeting of the Board at which certain key matters are considered, the Stichting board of directors will meet to determine how the right members of the board of directors of the Issuer nominated exclusively by BRC and EPS/EPS Participations should vote.

The 2016 Shareholders' Agreement requires EPS, EPS Participations, BRC and Rayvax, as well as any other holder of certificates issued by the Stichting, to vote their Shares in the same manner as the Shares held by the Stichting. The parties agree to effect any free transfers of their Shares in an orderly manner of disposal that does not disrupt the market for Shares and in accordance with any conditions established by the Issuer to ensure such orderly disposal. In addition, under the 2016 Shareholders' Agreement, EPS, EPS Participations and BRC agree not to acquire any shares of Ambev's capital stock, subject to limited exceptions.

Pursuant to the 2016 Shareholders' Agreement, the Stichting board of directors will propose to the Shareholders' Meeting nine candidates for appointment to the Board, among which each of, on the one hand, BRC and, on the other hand, EPS and EPS Participations will have the right to nominate four candidates, and one candidate will be nominated by the Stichting board of directors.

The 2016 Shareholders' Agreement will remain in effect for an initial term until 27 August 2034 and will be automatically renewed for successive terms of ten years each unless, not later than two years prior to the expiration

of the initial or any successive ten-year term, any party to the 2016 Shareholders' Agreement notifies the other of its intention to terminate the 2016 Shareholders' Agreement.

Voting agreement between the Stichting, Fonds Baillet Latour and Fonds Voorzitter Verhelst

The Stichting entered into a voting agreement effective 1 November 2015 (the "**Fonds Voting Agreement**") with Fonds Baillet Latour SPRL with a special purpose and Fonds Voorzitter Verhelst SPRL with a special purpose.

This agreement provides for consultations between the three bodies before any Shareholders' Meetings to decide how they will exercise the voting rights attached to their Shares. Under this voting agreement, consensus is required for all items that are submitted to the approval of any Shareholders' Meetings. If the parties fail to reach a consensus, each of Fonds Baillet Latour SPRL with social purpose and Fonds Voorzitter Verhelst SPRL with social purpose will vote their Shares in the same manner as the Stichting. The Fonds Voting Agreement will expire on 1 November 2034.

Voting agreement between the Stichting and Restricted Shareholders

Each holder of Restricted Shares (such holders being the "**Restricted Shareholder**") representing more than 1% of the Issuer's total share capital, being Altria and BEVCO, was required, upon completion of the Combination to enter into an agreement with the Stichting. Each of Altria and BEVCO entered into the Restricted Shareholder Voting Agreement with the Stichting and the Issuer on 8 October 2016 (the "**Restricted Shareholder Voting Agreement**") under which:

- the Stichting is required to exercise the voting rights attached to its Ordinary Shares to give effect to the directors' appointment principles set out in articles 19 and 20 of the articles of association of the Issuer (the "**Articles of Association**");
- each Restricted Shareholder is required to exercise the voting rights attached to its Ordinary Shares and Restricted Shares, as applicable, to give effect to the directors' appointment principles set out in articles 19 and 20 of the Articles of Association; and
- each Restricted Shareholder is required not to exercise the voting rights attached to their Ordinary Shares and Restricted Shares, as applicable, in favour of any resolutions which would be proposed to modify the rights attached to Restricted Shares, unless such resolution has been approved by a qualified majority of the holders of at least 75% of the Restricted Shareholder Voting Shares (as defined in the Articles of Association).

Legal and Arbitration Proceedings

Litigation is subject to uncertainty and the Issuer and each of its subsidiaries named as a defendant believe, and have so been advised by counsel handling the respective cases, that it has valid defences to the litigation pending against them, as well as valid bases for appeal of adverse verdicts, if any. All such cases are, and will continue to be, vigorously defended. However, the Issuer and its subsidiaries may enter into settlement discussions in particular cases if they believe that it is in their best interests to do so.

AB InBev

European Commission Investigation

In 2016, the European Commission announced an investigation into alleged abuse of a dominant position by AB InBev in Belgium through certain practices aimed at restricting trade from other European Union member states to Belgium. On 30 November 2017, the European Commission informed the Issuer of its preliminary view in a Statement of Objections that these practices are an infringement and invited the Issuer to respond, which it will. The fact that a Statement of Objections has been issued does not mean that the European Commission has concluded that there is an infringement. It is not possible to indicate how long the investigation will take or what the outcome will be and no provision has been made in connection therewith. There is no connection between this investigation and the combination with SAB.

Budweiser Trademark Litigation

The Issuer has been involved in a long-standing trademark dispute with the brewer Budejovicky Budvar, n.p. located in Ceske Budejovice, Czech Republic. This dispute involves the BUD and BUDWEISER trademarks and

includes actions pending in national trademark offices as well as courts. Currently there are approximately 80 cases pending in around 40 jurisdictions. While there are a significant number of actions pending, taken in the aggregate, the actions do not represent a material risk to the Issuer's financial position or profitability.

Tax Matters

As of 30 June 2018, the Issuer's material tax proceedings related to certain of its subsidiaries and Ambev and its subsidiaries. The most significant tax proceedings of Ambev are discussed below.

Income Tax and Social Contribution

During 2005, certain subsidiaries of Ambev received a number of assessments from Brazilian federal tax authorities relating to profits of its foreign subsidiaries. In December 2008, the Administrative Tax Court decided on one of the tax assessments relating to the earnings of Ambev's foreign subsidiaries. This decision was partially favourable to Ambev, and in connection with the remaining part, Ambev filed an appeal to the Upper House of the Administrative Court, which was denied in full in March 2017. In September 2017, Ambev filed a judicial proceeding for this tax assessment, with a motion of injunction, which was granted to Ambev. With respect to another tax assessment relating to foreign profits, the Administrative court rendered a favourable decision to Ambev in September 2011. In 2013, 2016, 2017 and 2018, Ambev received other tax assessments related to the profits of its foreign subsidiaries. In July and September 2018, with respect to two of the tax assessments, the Upper House of the Administrative Court rendered unfavourable decisions to Ambev and, with respect to another tax assessment, the Lower Administrative Court rendered a partially favourable decision. Ambev is awaiting to be notified of all the decisions in order to file the applicable appeal. As of 30 September 2018, Ambev management estimates the exposure of approximately R\$7.5 billion (USD 1.85 billion) as a possible risk, and accordingly has not recorded a provision for such amount, and approximately R\$45 million (USD 11 million) as a probable loss.

Ambev and certain of its subsidiaries received a number of assessments from Brazilian federal tax authorities relating to the offset of tax loss carry forward arising in the context of business combinations. In February 2016, the Upper House of the Administrative Tax Court concluded the judgment of two tax assessments on this matter. In both cases the decision was unfavourable. Ambev filed a judicial proceeding. In September 2016, Ambev received a favourable first level decision in one of the judicial claims. In March 2017, Ambev received an unfavourable first level decision on the other judicial case and filed an appeal to the Court. Ambev management estimates the total exposures of possible loss in relation to these assessments to be approximately R\$0.6 billion (USD 0.15 billion) as of 30 September 2018.

In December 2014, Ambev received a tax assessment from the Brazilian Federal Tax Authorities related to the disallowance of alleged non-deductible expenses and the deduction of certain losses mainly associated to financial investments and loans. In July 2016, Ambev was notified of the unfavourable first level administrative decision and filed an appeal to the Upper Administrative Court. In August 2017, the Lower Administrative Court ruled in favour of Ambev's appeal and in December 2017, Ambev was notified of the decision. The Brazilian tax authorities forfeited their right to appeal that decision and the case is definitively closed. In December 2015, Ambev also received a new tax assessment related to the same matter. Ambev presented a defence and awaits the first level administrative decision. In December 2016, Ambev received a new tax assessment related to the same matter, regarding the period from 2011 to 2013. Ambev presented a defence and awaits the first level administrative decision. Ambev management estimates the amount of possible loss in relation to those assessments to be approximately R\$4.5 billion (USD 1.1 billion) as of 30 September 2018. Ambev has not recorded any provision in connection with this assessment.

Since 2014, Ambev has been receiving tax assessments from the Brazilian Federal Tax Authorities related to the disallowance of deductions associated with alleged unproven taxes paid abroad, for which the decision from the Upper House of the Administrative Court is still pending. In September 2017, Ambev decided to include part of those tax assessments in the Brazilian Federal Tax Regularisation Program of the Provisional Measure nº 783. In June 2018, Ambev was notified of a favourable first administrative level decision cancelling four of these assessments (related to offsets in 2015 and 2016). However, in August 2018, the Brazilian Federal Revenue Service issued new decisions re-establishing the assessments. In August and September 2018, Ambev received new tax assessments related to these matters. As of 30 September 2018, Ambev management estimates exposure of approximately R\$9.3 billion (USD 2.3 billion) as a possible risk, and accordingly has not recorded a provision for such amount.

In April 2016, Arosuco (a subsidiary of Ambev) received a tax assessment regarding the use of the "presumed profit" method for the calculation of income tax and the social contribution on net profit instead of the "real profit"

method. In September 2017, Arosuco received an unfavourable first level administrative decision and filed an appeal to the Lower Administrative Court. Arosuco management estimates the amount of possible losses in relation to this assessment to be approximately R\$0.6 billion (USD 0.15 billion) as of 30 September 2018. Arosuco has not recorded any provision in connection therewith.

In December 2016, CRBS (a subsidiary of Ambev) received a tax assessment regarding the use of the "presumed profit" method for the calculation of income tax and the social contribution on net profit instead of the "real profit" method. In July 2017, CRBS was notified of an unfavourable first level administrative decision and filed an appeal to the Administrative Court. In September 2017, CRBS decided to include this tax assessment in the Brazilian Federal Tax Regularization Program of the Provisional Measure nº 783.

ICMS Value-Added Tax, Imposto sobre Produtos Industrializados Excise Tax and Taxes on Net Sales

In 2013, 2014 and 2015, Ambev was assessed by the States of Pará and Piauí to charge the *Imposto Sobre Operações Relativas à Circulação de Mercadorias e Serviços de Transporte Interestadual e Intermunicipal e de Comunicações* ("**ICMS value added tax**") supposedly due with respect to unconditional discounts granted by Ambev. Ambev management estimates the possible loss involved in these proceedings to be approximately R\$0.6 billion (USD 0.2 billion) as of 30 September 2018. Ambev has not recorded any provision in connection therewith.

In Brazil, goods manufactured within the Manaus Free Trade Zone ("**ZFM**") intended for remittance elsewhere in Brazil are exempt from the Brazilian Imposto Sobre Produtos Industrializados ("**IPI**") excise tax. Ambev has been registering IPI excise tax presumed credits upon the acquisition of exempted inputs manufactured therein and discussing the matter in court. Since 2009, Ambev has received a number of tax assessments from the Brazilian federal tax authorities relating to the disallowance of such presumed tax credits and other IPI excise tax credits, which are under discussion before the Brazilian Supreme Court (Supremo Tribunal Federal). Ambev management estimates the possible loss in relation to these assessments to be R\$3.5 billion (USD 0.9 billion) as of 30 September 2018. Ambev has not recorded any provision in connection with these assessments.

In addition, over the years, Ambev has received tax assessments from the Brazilian federal tax authorities charging federal taxes allegedly unduly offset with the disallowed presumed IPI excise tax credits which are under discussion in the above-mentioned proceedings. Ambev is challenging these charges in the courts. Ambev management estimates the possible losses related to these assessments to be approximately R\$0.9 billion (USD 0.2 billion) as of 30 September 2018. Ambev has not recorded any provision in connection with these assessments.

In 2014 and 2015, Ambev received tax assessments from the Brazilian federal tax authorities relating to IPI excise tax allegedly due over remittances of manufactured goods to related factories. The cases are being challenged at both the administrative and judicial levels of the Courts. Ambev management estimates the possible losses related to these assessments to be approximately R\$1.6 billion (USD 0.4 billion) as of 30 September 2018. Ambev has not recorded any provision in connection with these assessments.

Over the years, Ambev has received tax assessments relating to alleged ICMS value added tax differences that some Brazilian states consider due in the tax substitution system in cases where the price of the products sold by Ambev is close to or above the fixed price table basis established by such states, and in cases which the state tax authorities understand that the calculation basis should be based on a value-added percentage over the actual prices and not the fixed table price. Ambev is currently challenging those charges before the court. Among other similar cases, the company received three assessments issued by the State of Minas Gerais in the original amount of R\$1.4 billion (USD 0.4 billion). In the first quarter of 2018, the Upper House of the Administrative Tax Court of the State of Minas Gerais ruled unfavourably to Ambev on these three cases. The State of Minas Gerais filed Tax Foreclosures to charge the amounts discussed in these three cases and Ambev filed defences at judicial courts. In 2017, Ambev received additional assessments from the State of Rio de Janeiro which originally amounted to R\$0.9 billion (USD 0.2 billion). Ambev appealed the tax assessments and now awaits decisions by the Administrative Courts. Ambev management estimates the amount related to this issue to be approximately R\$7.0 billion (USD 1.8 billion) as of 30 September 2018, classified as a possible loss and, therefore, for which the Issuer has made no provision. The Issuer has recorded provisions in the total amount of R\$8 million (USD 2 million) for proceedings where it considers the chances of loss to be probable, considering specific procedural issues.

Ambev is currently challenging tax assessments issued by the States of São Paulo, Rio de Janeiro, Minas Gerais and other States questioning the legality of ICMS tax credits arising from transactions with companies that has tax incentives. Ambev management estimates the possible losses related to these assessments to be approximately R\$2.0 billion (USD 0.5 billion) as of 30 September 2018. Ambev has not recorded any provision in connection

therewith. Ambev expects that this contingency will terminate over time as a result of Interstate Agreement No. 190, of 2017.

In 2015, Ambev received a tax assessment issued by the State of Pernambuco to charge ICMS differences due to an alleged non-compliance with the State tax incentive Agreement (“**PRODEPE**”) as a result of the ratification of its monthly reports. The State tax authorities understood that Ambev was not able to use the incentive due to this ratification. In 2017, Ambev had a final favourable decision in the sense that such assessment was null due to formal mistakes of the tax auditor. However, in September 2018, Ambev received a new tax assessment to discuss the same matter. There are other assessments related to this same tax incentive agreement. Ambev management estimates the possible losses related to this issue to be approximately R\$595.5 million (USD 146 million) as of 31 December 2017. Ambev has recorded a provision in the total amount of R\$2.8 million (USD 0.69 million) in relation to one proceeding related to a minor accounting issue for which it considers the chances of loss to be partially probable.

Social Contributions

Ambev received some tax assessments issued by the Brazilian Federal Tax Authorities relating to amounts allegedly due under Integration Program / Social Security Financing Levy (PIS/COFINS) over bonus products granted to its customers. The cases are being challenged at both the administrative and judicial levels of the courts. Ambev management estimates the possible loss related to these assessments to be approximately R\$3.1 billion (USD 0.77 billion) as of 30 September 2018. No related provision has been made.

Other Tax Matters

In early 2014, Anheuser-Busch InBev Worldwide Inc., an indirectly wholly owned subsidiary of Anheuser-Busch InBev SA/NV, received a net proposed tax assessment from the U.S. Internal Revenue Service (“**IRS**”) of USD 306 million, predominately involving certain intercompany transactions related to tax returns for the years 2008 and 2009. In November 2015, the IRS issued an additional proposed tax assessment of USD 130 million for tax years 2010 and 2011. In April 2018, Anheuser-Busch InBev Worldwide Inc. reached a settlement with the IRS for the 2008 to 2011 tax years.

Special Goodwill Reserve

In December 2011, Ambev received a tax assessment related to the goodwill amortisation resulting from the InBev Holding Brasil S.A merger with Ambev. In November 2014, the Lower Administrative Court concluded the judgment. The decision was partially favourable. Ambev was notified in August 2015 and presented a motion to clarify the decision to the Administrative Court. This motion was admitted in September 2016 and Ambev was notified of the clarified decision in January 2018. The decision rendered by the Lower Administrative Court was partially favourable to Ambev. Therefore, Ambev filed a judicial proceeding to discuss the unfavourable part of the decision with a motion of injunction, which was granted to Ambev. The remaining part, which was favourable to Ambev will be re-examined by the Administrative Upper House. In June 2016, Ambev received a new tax assessment charging the remaining value of the goodwill amortisation and filed a defence. In March 2017, Ambev was notified of a partially favourable first-level administrative decision on this tax assessment and filed an appeal to the Lower Administrative Court. In May 2018, Ambev received a partly favourable decision at the Lower Administrative Court and is currently waiting to be notified of the decision to file the applicable appeal. Ambev has not recorded any provision for this matter and its management estimates possible losses in relation to these assessments to be approximately R\$9.1 billion (USD 2.2 billion) as of 30 September 2018. In the event Ambev is required to pay these amounts, the Issuer will reimburse Ambev in the amount proportional to the benefit received by the Issuer pursuant to the merger protocol, as well as related costs.

In October 2013, Ambev also received a tax assessment related to the goodwill amortisation resulting from the merger of Beverage Associates Holding Limited (“**BAH**”) into Ambev. The decision from the first level Administrative Court was unfavourable to Ambev. When analysing the appeal presented by Ambev against such decision, the Lower Administrative Court sent the case back to the first-level Administrative Court for a new judgment due to procedural matters. In July 2017, Ambev was notified of the new first-level decision, which was unfavourable to Ambev, and filed a new appeal to the Lower Administrative Court.

In April and August 2018, Ambev received new tax assessments charging the remaining value of the goodwill amortisation and filed defences. Ambev management estimates the amount of possible losses in relation to this assessment to be approximately R\$2.1 billion (USD 0.52 billion) as of 30 September 2018. Ambev has not recorded any provision in connection therewith.

In November 2017, Ambev received a tax assessment related to the goodwill amortisation resulting from the merger of CND Holdings into Ambev. Ambev filed a response in December 2017 and is awaiting the first-level administrative decision. Ambev management estimates the amount of possible losses in relation to this assessment to be approximately R\$1.1 billion (USD 0.27 billion) as of 30 September 2018. Ambev has not recorded any provision in connection therewith.

Environmental Matters

Lawsuit Against the Brazilian Beer Industry

On 28 October 2008, the Brazilian Federal Prosecutor's Office (*Ministério Público Federal*) filed a suit for damages against Ambev and two other brewing companies claiming total damages of approximately R\$2.8 billion (USD 0.9 billion) (of which approximately R\$2.1 billion (USD 0.6 billion) are claimed against Ambev). The public prosecutor alleges that: (i) alcohol causes serious damage to individual and public health, and that beer is the most consumed alcoholic beverage in Brazil; (ii) defendants have approximately 90% of the national beer market share and are responsible for heavy investments in advertising; and (iii) the advertising campaigns increase not only the market share of the defendants but also the total consumption of alcohol and, hence, cause damage to society and encourage underage consumption.

Shortly after the above lawsuit was filed, a consumer-protection association applied to be admitted as a joint-plaintiff. The association has made further requests in addition to the ones made by the Public Prosecutor, including the claim for "collective moral damages" in an amount to be ascertained by the court; however, it suggests that it should be equal to the initial request of R\$2.8 billion (USD 0.9 billion), therefore doubling the initial amount involved. The court has admitted the association as joint plaintiff and has agreed to hear the new claims. After the exchange of written submissions and documentary evidence, the case was dismissed by the lower court judge, who denied all claims submitted against Ambev and the other defendants. The Federal Prosecutor's Office has appealed to the Federal Court, but Ambev believes, based on management assessments, that its chances of loss remain remote and, therefore, has not made any provision with respect to such claim.

Class Action Canada (Brewers Retail Inc. Litigation)

On 12 December 2014, a lawsuit was commenced in the Ontario Superior Court of Justice against the Liquor Control Board of Ontario, Brewers Retail Inc. (known as The Beer Store or "**TBS**") and the owners of Brewers Retail Inc. (Molson Coors Canada, Sleeman Breweries Ltd. and Labatt Breweries of Canada LP). The lawsuit was brought in Canada pursuant to the Ontario Class Proceedings Act, and sought, among other things: (i) to obtain a declaration that the defendants conspired with each other to allocate markets for the supply of beer sold in Ontario since 1 June 2000; (ii) to obtain a declaration that Brewers Retail Inc. and the owners of Brewers Retail Inc. conspired to fix, increase and/or maintain prices charged to Ontario licensees (on-trade) for beer and the fees charged by TBS to other competitive brewers who wished to sell their products through TBS; and (iii) damages for unjust enrichment. As part of this third allegation, the plaintiffs allege illegal trade practices by the owners of Brewers Retail Inc. They are seeking damages not exceeding CAD \$1.4 billion (USD 1.2 billion), as well as punitive, exemplary and aggravated damages of CAD \$5 million (USD 4 million) and changes/revokes of the affected legislation. In March 2018, the court granted summary judgment and dismissed the class claims. The plaintiffs have appealed. Ambev has not recorded any provision in connection therewith. Summary judgment motions were heard in February 2018. Judgment was rendered on 15 March 2018 granting the summary judgment motions and dismissing the plaintiffs' action. The plaintiffs served a Notice of Appeal on 13 April 2018. The appeal is unlikely to be heard before the first quarter of 2019.

Acquisition Antitrust Matters

Grupo Modelo Transaction

Under the Hart-Scott-Rodino Act, before the combination with Grupo Modelo could be completed, Grupo Modelo and the Issuer were each required to file a notification and report form and to wait until the applicable waiting period had expired or been terminated. In July 2012, the Issuer and Grupo Modelo filed notification and report forms under the Hart-Scott-Rodino Act with the U.S. Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice. The initial 30-day waiting period was extended on 17 August 2012 for a period of time necessary for the Issuer and Grupo Modelo to respond to requests for additional information the Issuer and Grupo Modelo received from the U.S. Department of Justice, plus an additional 30 days for the relevant U.S. authorities to review after both parties substantially complied with the requests.

On 31 January 2013, the U.S. Department of Justice filed suit in the U.S. District Court for the District of Columbia challenging the proposed combination with Grupo Modelo and seeking an injunction to block the transaction.

Thereafter, on 19 April 2013, the Issuer announced that, together with Grupo Modelo and Constellation Brands, Inc., it had reached a final settlement agreement with the U.S. Department of Justice. The terms of the settlement were substantially in line with the revised transaction announced on 14 February 2013, and included binding commitments to the revised transaction, designed to ensure a prompt divestiture of assets by the Issuer to Constellation Brands, Inc. and the necessary build-out of the Piedras Negras brewery by Constellation Brands, Inc., as well as certain distribution guarantees for Constellation Brands, Inc. in the 50 states of the United States, the District of Columbia and Guam. For more information on the settlement agreement, see Section 5 (*Description of the Issuer – Material Contracts and Arrangements of AB InBev – Grupo Modelo Settlement Agreement*).

Ratings

Expected ratings in relation to Notes issued under the Programme

The Issuer has been assigned a credit rating of "Baa1" by Moody's Investors Service, Inc. ("**Moody's**") and "A-" S&P Global Ratings Europe Limited ("**S&P**").

Moody's is expected to rate Notes issued under the Programme with a maturity of one year or more "Baa1" and Notes issued under the Programme with a maturity of less than one year "P-2".

S&P is expected to rate Notes issued under the Programme with a maturity of one year or more "A-" and Notes issued under the Programme with a maturity of less than one year "A-2".

S&P is established in the European Union and is registered under the CRA Regulation. Moody's is not established in the EU but its ratings are endorsed by Moody's Investors Service Limited which is established in the EU and registered under the CRA Regulation.

Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to change, suspension or withdrawal at any time by the assigning rating agency.

For more detail on credit ratings risks see Section 2 (*Risk Factors - Risks related to the market generally – Credit ratings may not reflect all risks and Risk Factors - Risks related to the Obligors and their activities – The Group may not be able to obtain the necessary funding for its future capital or refinancing needs and it faces financial risks due to its level of debt and uncertain market conditions*).

Material Contracts and Arrangements of AB InBev

The following contracts have been entered into by the Issuer within the two years immediately preceding the date of this Base Prospectus or contain provisions under which the Issuer or another member of its group has an obligation or entitlement which is material to the Issuer Group:

2010 Senior Facilities Agreement

As of 31 December 2017, the Issuer had fully repaid its obligations under the Revolving Facility (as defined below), and USD 9.0 billion remained available to be drawn.

On 26 February 2010, the Issuer entered into USD 17.2 billion of senior credit agreements comprising a USD 13 billion senior facilities agreement (the "**2010 Senior Facilities Agreement**") with a syndicate of 13 banks, and two term facilities totalling USD 4.2 billion, enabling the Issuer to fully refinance a previous senior facilities agreement related to its Anheuser-Busch merger in 2008. The 2010 Senior Facilities Agreement made the following two senior facilities available to the Issuer and its subsidiary, Anheuser-Busch InBev Worldwide Inc.: (i) the term facility and (ii) the revolving facility (the "**Revolving Facility**"), a five-year multi-currency revolving credit facility for up to USD 8.0 billion principal amount. Since 31 March 2010 only the Revolving Facility has remained available.

The Revolving Facility contains customary representations and warranties, covenants and events of default. Among other things, an event of default is triggered if the Issuer's or its subsidiaries' financial indebtedness is declared to be or otherwise becomes due and payable as a result of an event of default and is equal to or greater than €100 million. The obligations of the borrowers under the 2010 Senior Facilities Agreement are jointly and severally guaranteed by the other borrowers, Anheuser-Busch InBev Finance Inc., Anheuser-Busch Companies, Brandbev S.à r.l., Brandbrew S.A., Cobrew NV/SA and Anheuser-Busch InBev Worldwide Inc.

Mandatory prepayments are required to be made under the 2010 Senior Facilities Agreement in circumstances where a person or a group of persons acting in concert (other than the Issuer's controlling shareholder, the Stichting or any of its certificate holders or any persons or group of persons acting in concert with such persons) acquires control of the Issuer, in which case, individual lenders are accorded rights to require prepayment in full of their respective portions of the outstanding utilisations.

The Issuer borrows under the Revolving Facility at an interest rate equal to LIBOR (or EURIBOR for euro-denominated loans) plus a margin of 0.2625% per annum based upon the ratings assigned by rating agencies to the Issuer's long-term debt as of the date of this Base Prospectus. These margins may change to the extent that the ratings assigned to the Issuer's long-term debt are modified, ranging between 0.175% per annum and 0.70% per annum. A commitment fee of 35% of the applicable margin is applied to any undrawn but available funds under the Revolving Facility. A utilisation fee of up to 0.3% per annum is payable, dependent on the amount drawn under the Revolving Facility.

Effective 25 July 2011, the Issuer amended the Revolving Facility under the 2010 Senior Facilities Agreement. The termination date of the Revolving Facility was amended to 25 July 2016. On 5 July 2011, in connection with the amendment, the Issuer fully prepaid and terminated the term facility under the 2010 Senior Facilities Agreement. Effective 20 August 2013, the Issuer amended the terms of the USD 8.0 billion five-year Revolving Facility extending the provision of USD 7.2 billion to a revised maturity of July 2018. Effective 28 August 2015, the Issuer amended the terms of its Revolving Facility to increase the total commitment to USD 9.0 billion and to extend the maturity to August 2020. Effective 3 October 2017, the Issuer amended the terms of its Revolving Facility to extend the maturity to August 2022.

Grupo Modelo Settlement Agreement

On 19 April 2013 Former AB InBev, Grupo Modelo, Constellation Brands, Inc. and Crown Imports LLC, reached a final agreement with the U.S. Department of Justice on the terms of a settlement of the Department of Justice's litigation challenging Former AB InBev's acquisition of Grupo Modelo. The settlement required the divestiture to Constellation Brands, Inc. of Grupo Modelo's brewery in Piedras Negras, Mexico and Grupo Modelo's 50% stake in Crown Imports LLC, as well as the grant of perpetual beer brand licences to Constellation Brands, Inc. The final judgment was approved by the Court in October 2013.

Under the terms of the stipulation order and final judgment (i) Constellation Brands, Inc. was joined as a party to the action for the purposes of settlement and for the entry of a final judgment, (ii) Former AB InBev and Grupo Modelo agreed to the prompt and certain divestiture of certain rights and assets held by them, (iii) AB InBev and Constellation Brands, Inc. agreed to amend certain agreements that were executed in connection with the acquisition of the equity interest in Crown Imports LLC and the brewery, (iv) Constellation Brands, Inc. is obligated to build out and expand Grupo Modelo's brewery to a nominal capacity of at least 20 million hectolitres of packaged beer annually by 31 December 2016, and to use its best efforts to achieve certain construction milestones by specified dates, (v) the United States has approval rights, in its sole discretion, for amendments or modifications to the agreements between Former AB InBev and Constellation Brands, Inc., and (vi) the United States has a right of approval, in its sole discretion, of any extension beyond three years of the term of the interim supply agreement, which was executed by Former AB InBev and Constellation Brands, Inc. at the closing of the acquisition and which has not been extended. Constellation Brands, Inc. has satisfied its obligation to construct the Grupo Modelo brewery, and in December 2016, the Issuer completed the sale of its brewery plant located in Obregón, Sonora, México to Constellation Brands, Inc. for a sale price of approximately USD 600 million.

Acquisition of SAB

On 11 November 2015, the board of Former AB InBev and the board of Former ABI SAB announced that they had reached an agreement on the terms of the Combination. In accordance with the co-operation agreement entered into with SAB (as amended from time to time, the "**Co-operation Agreement**") the Issuer also procured the provision of directors' and officers' insurance for former directors and officers of SAB for a period of six years following the completion of the Combination.

Deed of Indemnity

The Issuer and Former ABI SAB entered into a deed of indemnity on 19 August 2016, pursuant to which, in consideration for Former ABI SAB:

- providing selected financial and commercial information and representation letters for various purposes, including certain regulatory filings made in connection with AB InBev's bond financing arrangements, assessments by certain ratings agencies of the potential credit rating of a new entity to be carved out of Former ABI SAB in the event of completion of the Combination under a range of different scenarios, the preparation of certain reports by Ernst & Young LLP at the instruction of the Issuer relating to the Peroni, Grolsch and Meantime brands and their associated businesses in Italy, the Netherlands and the United

Kingdom (the "**PGM Business**"), and for information purposes in connection with the sale of the PGM Business;

- agreeing to consider and/or conduct a bondholder consent solicitation process with regard to Former ABI SAB USD 300,000,000 6.625 per cent. guaranteed notes due 2033;
- entering into an engagement letter with and agreeing to indemnify the third party agent appointed by certain shareholders of Former ABI SAB pursuant to the scheme of arrangement under Part 26 of the United Kingdom Companies Act 2006 in connection with the Combination (the "**UK Agent**") and hold it and its connected persons harmless against any liabilities (other than those that are finally judicially determined to have arisen out of the gross negligence or wilful misconduct of the UK Agent) which arise out of matters contemplated by or consequent upon the UK Agent's engagement in relation to the Combination,

the Issuer has agreed to indemnify and hold Former ABI SAB and its connected persons harmless from and against any losses, liabilities and claims made against Former ABI SAB and its connected persons (and any costs and expenses stemming from such claims) in connection with the items mentioned above other than when finally judicially determined to have arisen from the gross negligence, wilful misconduct, bad faith or fraud by Former ABI SAB or its connected persons, as well as to reimburse Former ABI SAB for any expenses incurred in connection with the bondholder consent solicitation process. Former ABI SAB consented to the ongoing inclusion and/or provision of such information and letters in certain places and/or situations.

Information Rights Agreement

On 11 November 2015, the Issuer and Altria entered into an information rights agreement (the "**Information Rights Agreement**"), pursuant to which the Issuer will share certain information to enable Altria to comply with its financial reporting, financial controls and financial planning requirements as they apply to Altria's investment in the Issuer. Upon closing of the Combination, the Information Rights Agreement replaced the existing relationship agreement that was in place between Altria and Former ABI SAB.

Under the terms of the Combination, any Former ABI SAB shareholder other than Altria is entitled, from completion of the Combination, to enter into an agreement with the Issuer on substantially the same terms as the Information Rights Agreement, provided that it is able to demonstrate to the reasonable satisfaction of the Issuer's Board that it meets the following criteria:

- (i) it will be the sole legal and beneficial holder of no less than 10% of the share capital of the Issuer in issue from time to time;
- (ii) for the purposes of its financial reporting it accounts for its shareholding in the Issuer on the basis of the equity method of accounting in accordance with U.S. GAAP; and
- (iii) it is a U.S. listed company subject to the reporting requirements under the Exchange Act and section 404 of the Sarbanes-Oxley Act of 2002.

Tax Matters Agreement

On 11 November 2015, the Issuer entered into a tax matters agreement (the "**Tax Matters Agreement**") with Altria, pursuant to which the Issuer agreed to provide assistance and co-operation to, and to give certain representations and undertakings to, Altria in relation to certain matters that are relevant to Altria under U.S. tax legislation, including the structure and implementation of the Combination.

The Tax Matters Agreement sets out the framework for ongoing co-operation between the Issuer and Altria after completion of the Combination in relation to certain matters that are relevant to Altria under U.S. tax legislation. The Tax Matters Agreement provided that, upon completion of the Combination, the existing tax matters agreement in place between Altria and Former ABI SAB was terminated.

On 25 August 2016, the Issuer and Altria entered into an amended and restated Tax Matters Agreement, in order to make certain adjustments to the representations as to the structure and implementation of the Combination to reflect additional details that had developed since 11 November 2015.

Under the terms of the Combination, as stated in the announcement published pursuant to rule 2.7 of the City Code on Takeovers and Mergers on 11 November 2015 any Former ABI SAB shareholder other than Altria is entitled

to enter into an agreement with the Issuer on substantially the same terms as the Tax Matters Agreement, provided that it is able to demonstrate to the reasonable satisfaction of the Issuer's Board that it meets the following criteria:

- (i) it is a United States corporation;
- (ii) it owned (or was deemed to own for U.S. federal income tax purposes) no less than 5% of the Former ABI SAB shares; and
- (iii) it owned (or was deemed to own for U.S. federal income tax purposes) no less than 10% of the Restricted Shares at completion of the Combination.

Molson Coors Purchase Agreement

On 11 November 2015, Molson Coors entered into a purchase agreement (the "**Molson Coors Purchase Agreement**") with Former AB InBev pursuant to which Molson Coors, upon completion of the Combination acquired all of Former ABI SAB's interest in MillerCoors and certain assets (including trademarks, other intellectual property, contracts, inventory and other assets) related to Former ABI SAB's portfolio of Miller brands outside the U.S. for an aggregate purchase price of USD 12 billion in cash, subject to certain adjustments as described in the Molson Coors purchase agreement, as amended. Following the closing of the MillerCoors divestiture on 11 October 2016, MillerCoors has become a wholly owned subsidiary of Molson Coors and Molson Coors has full control of the operations and resulting economic benefits of MillerCoors.

The Issuer agreed to indemnify Molson Coors for losses arising out of: (i) certain breaches of representations, warranties, covenants and agreements of the Issuer contained in the Molson Coors Purchase Agreement; (ii) all liabilities of the Issuer, Former ABI SAB and any of their respective affiliates that are not expressly assumed by Molson Coors in the MillerCoors divestiture; and (iii) certain other liabilities (including in connection with actions required to be taken by Molson Coors to obtain necessary regulatory consents and approvals). The Issuer's indemnification obligations arising from breaches of its representations and warranties in the Molson Coors Purchase Agreement survive for 24 months after closing of the MillerCoors divestiture and are subject to a USD 5 million deductible and a USD 750 million cap.

The Issuer also agreed to provide certain transition services to Molson Coors, including producing certain Miller branded products in specified countries outside the U.S. for three years, and to provide certain other transition services for one year following the closing of the MillerCoors divestiture. The Issuer also agreed to enter into amendments to certain existing agreements between Former ABI SAB and its affiliates and MillerCoors in respect of the licence and/or supply of certain brands owned by Former ABI SAB and distributed by MillerCoors in the U.S. and Puerto Rico, including granting perpetual licences to such brands to MillerCoors and committing to supply product to MillerCoors under those brands for three years (plus two one-year extensions at Molson Coors' election).

The Molson Coors Purchase Agreement also contains other customary representations, warranties and covenants by each party that are subject, in some cases, to specified exceptions and qualifications contained in the Molson Coors Purchase Agreement.

On 25 March 2016, the Issuer and Molson Coors entered into Amendment No. 1 to the Molson Coors Purchase Agreement, pursuant to which it and Molson Coors (i) agreed to include in the MillerCoors divestiture certain rights and assets relating to MillerCoors and Former ABI SAB's business operations in the U.S. that were intended to be included in the MillerCoors divestiture but were unintentionally omitted from the Molson Coors Purchase Agreement, (ii) clarified the process by which the Issuer and Molson Coors would seek certain third-party consents, approvals and assignments in connection with the MillerCoors divestiture and (iii) clarified the inapplicability of certain restrictions on Former ABI SAB's portfolio of Miller brands outside of the U.S. On 3 October 2016, Former AB InBev and Molson Coors entered into Amendment No. 2 to the Molson Coors Purchase Agreement, pursuant to which the Issuer and Molson Coors (i) clarified their respective rights and obligations with respect to the intellectual property of MillerCoors, (ii) agreed to terminate or assign to Molson Coors certain agreements between MillerCoors and Former ABI SAB and (iii) clarified the scope of the Issuer's obligation to remove commercial limitations on Molson Coors' activities from its existing contractual arrangements.

DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES OF THE ISSUER

Directors and Senior Management

Administrative, Management, Supervisory Bodies and Senior Management Structure

The management structure of the Issuer is a "one-tier" governance structure currently composed of the board of directors (the "**Board**"), a Chief Executive Officer responsible for day-to-day management and an executive board of management ("**EBM**") chaired by the Chief Executive Officer. The Board is assisted by four main committees: the Audit Committee, the Finance Committee, the Remuneration Committee and the Nomination Committee (together the "**Board Committees**").

Board of Directors

Role and Responsibilities, Composition, Structure and Organisation

The role and responsibilities of the Issuer's Board and its composition, structure and organisation are described in detail in its corporate governance charter ("**Corporate Governance Charter**"), which is available on the Issuer's website: <https://www.ab-inbev.com/investors/corporate-governance/corporate-governance-documents.html>.

The Board is the ultimate decision-making body, except for the powers reserved to the Issuer's shareholders exercisable at shareholders' meetings by law, or as specified in the Articles.

Pursuant to the Articles, the Issuer's board may be composed of a maximum of fifteen directors. There are currently fifteen directors, all of whom are non-executives. The appointment and renewal of all directors is based on a recommendation of the Nomination Committee, and is subject to approval by the Issuer's shareholders' meeting.

Name	Principal function	Nature of directorship	Initially appointed	Expiry of term
María Asuncion Aramburuzabala	Director	Non-executive	2016	2020
Martin J. Barrington	Director	Non-executive	2016	2019
Alexandre Behring	Director	Non-executive	2016	2020
M. Michele Burns	Independent director	Non-executive	2016	2020
Paul Cornet de Ways Ruat	Director	Non-executive	2016	2020
Stéfan Descheemaeker	Director	Non-executive	2016	2020
William F. Gifford Jr.	Director	Non-executive	2016	2019
Olivier Goudet	Independent director, Chairman of the Board	Non-executive	2016	2020
Paulo Alberto Lemann	Director	Non-executive	2016	2020
Alejandro Santo Domingo Dávila	Director	Non-executive	2016	2019
Elio Leoni Sceti	Independent director	Non-executive	2016	2020
Carlos Alberto Sicupira	Director	Non-executive	2016	2020
Grégoire de Spoelberch	Director	Non-executive	2016	2020
Marcel Herrmann Telles	Director	Non-executive	2016	2020
Alexandre Van Damme	Director	Non-executive	2016	2020

The business address for all of the Issuer's directors is: Brouwerijplein 1, 3000 Leuven, Belgium.

No member of the Board has any conflicts of interest within the meaning of the Belgian Company Code between any duties he/she owes to the Issuer and any private interests and/or other duties.

Ms. Aramburuzabala is a non-executive member of the Board. Born in 1963, she is a citizen of Mexico and holds a degree in Accounting from ITAM (*Instituto Tecnológico Autónomo de México*). She has served as CEO of Tresalia Capital since 1996. She is currently chairman of the Boards of Directors of Tresalia Capital, KIO Networks, Abilia and Red Universalia. She is also a member of the Advisory Board of Grupo Modelo and was formerly a member of the Grupo Modelo Board of Directors, and is currently on the Boards of Consejo Mexicano de Negocios and El Universal, Compañía Periodística Nacional and is an Advisory Board member of ITAM School of Business.

Mr. Barrington is a representative of the Restricted Shareholders. Born in 1953, he is an American citizen and graduated from The College of Saint Rose with a Bachelor's Degree in History, and from Albany Law School of Union University with a Juris Doctorate Degree. He is the former Chairman, Chief Executive Officer and President of Altria Group. During his more than 20 years at Altria Group, he has served in numerous executive roles – business and legal, domestic and international – for virtually all the companies in the Altria family. These include

Vice Chairman of Altria Group; Executive Vice President and Chief Administrative Officer of Altria Group; Senior Vice President and General Counsel of Philip Morris International (a separate public company spun-off from Altria Group in 2008); and Senior Vice President and General Counsel of Philip Morris USA. Before joining Altria, Mr Barrington practiced law in both the government and private sectors.

Mr. Behring is a representative of the AB InBev main shareholders (nominated by BRC S.à r.l., the holder of the class B Stichting certificates). Born in 1967, he is a Brazilian citizen and received a BS in Electrical Engineering from Pontificia Universidade Catolica in Rio de Janeiro and an MBA from Harvard Business School, having graduated as a Baker Scholar and Loeb Scholar. He is a co-founder and the Managing Partner of 3G Capital, a global investment firm with offices in New York and Rio de Janeiro, since 2004. Mr. Behring has served as Chairman of Restaurant Brands International since 3G Capital's acquisition of Burger King in October 2010 and following Burger King's subsequent acquisition of Tim Hortons in December 2014. Mr. Behring also serves as Chairman of the Kraft Heinz Company following the acquisition of H.J. Heinz Company by Berkshire Hathaway and 3G Capital in June 2013 and subsequent combination with Kraft Foods Group in July 2015. Additionally, Mr. Behring formerly served as a Director of CSX Corporation, a leading U.S. rail-based transportation company, from 2008 to 2011. Previously, Mr. Behring spent approximately ten years at GP Investments, one of Latin America's premier private-equity firms, including eight years as a partner and member of the firm's Investment Committee. He served for seven years, from 1998 through 2004, as a Director and CEO of one of Latin America's largest railroads, ALL (America Latina Logistica).

Ms. Burns is an independent member of the Board. Born in 1958, she is an American citizen and graduated Summa Cum Laude from the University of Georgia with a Bachelor's Degree in Business Administration and a Master's Degree in Accountancy. Ms. Burns was the Chairman and Chief Executive Officer of Mercer LLC from 2006 until 2012. She currently serves on the Boards of Directors of The Goldman Sachs Group, where she chairs the Risk Committee, Alexion Pharmaceuticals, Cisco Systems, Etsy and Circle Online Financial, a private company. From 2003 until 2013, she served as a director of Wal-Mart Stores, where she chaired the Compensation and Nominating Committee and the Strategic Planning and Finance Committee. She also serves as the Center Fellow and Strategic Advisor to the Stanford Center on Longevity at Stanford University. Ms. Burns is on the Executive Board of the Elton John Aids Foundation, where she serves as Treasurer. Ms. Burns began her career in 1981 at Arthur Andersen, where she became a partner in 1991. In 1999, she joined Delta Air Lines, assuming the role of Chief Financial Officer from 2000 to 2004. From 2004 to 2006, Ms. Burns served as Chief Financial Officer and Chief Restructuring Officer of Mirant Corporation, an independent power producer. From March 2006 until September 2006, Ms. Burns served as the Chief Financial Officer of Marsh and McLennan Companies.

Mr. Cornet de Ways Ruart is a representative of the main shareholders (nominated by Eugénie Patri Sébastien S.A., the holder of the Class A Stichting certificates). Born in 1968, he is a Belgian citizen and holds a Master's Degree as a Commercial Engineer from the Catholic University of Louvain and an MBA from the University of Chicago. He has attended the Master Brewer program at the Catholic University of Louvain. From 2006 to 2011, he worked at Yahoo! and was in charge of Corporate Development for Europe before taking on additional responsibilities as Senior Financial Director for Audience and Chief of Staff. Prior to joining Yahoo!, Mr. Cornet was Director of Strategy for Orange UK and spent seven years with McKinsey & Company in London and Palo Alto, California. He is also a non-executive director of Bunge Limited, EPS, Rayvax, Adrien Invest, Floridienne S.A. and several privately held companies.

Mr. Descheemaeker is a representative of the main shareholders (nominated by Eugénie Patri Sébastien S.A., the holder of the Class A Stichting certificates). Born in 1960, he is a Belgian citizen and graduated from Solvay Business School. He is the CEO of Nomad Foods, a leader in the European frozen food sector whose brands include Bird's Eye, Findus & Iglo. He joined Interbrew in 1996 as head of Strategy & External Growth, managing its M&A activities, culminating with the combination of Interbrew and Ambev. In 2004, he transitioned to operational management, first in charge of Interbrew's operations in the United States and Mexico, and then as InBev's Zone President Central and Eastern Europe and eventually, Western Europe. In 2008, Mr. Descheemaeker ended his operational responsibilities at AB InBev and joined the AB InBev Board as a non-executive Director. He was appointed Chief Financial Officer of Delhaize Group in late 2008 and served as Chief Executive Officer of Delhaize Europe from January 2012 until the end of 2013. He is a professor in Business Strategy at the Solvay Business School.

Mr. Goudet is an independent member of the Board. Born in 1964, he is a French citizen, holds a degree in Engineering from l'Ecole Centrale de Paris and graduated from the ESSEC Business School in Paris with a major in Finance. Mr. Goudet is Partner and CEO of JAB Holding Company, LLC, a position he has held since June 2012. He started his professional career in 1990 at Mars, Inc., serving on the finance team of the French business. After six years, he left Mars to join the VALEO Group, where he held several senior executive positions, including

Group Finance Director. In 1998 he returned to Mars, where he became Chief Financial Officer in 2004. In 2008, his role was broadened to become the Executive Vice President as well as CFO. Between June 2012 and November 2015 he served as an Advisor to the Board of Mars. Mr. Goudet is also a Board member of Jacobs Douwe Egberts, the world's leading pure play FMCG coffee and tea company; a Board member of Keurig Green Mountain, a leader in single-serve coffee and beverage technologies; Chairman of Peet's Coffee & Tea, a premier specialty coffee and tea company; a board member of Caribou Einstein, a premium coffee and bagel restaurant chain; Chairman of Krispy Kreme, an iconic branded retailer of premium quality sweet treats; a Board member of Panera Bread Company, the leading fast casual restaurant company in the United States and Espresso House, the largest branded coffee shop chain in Scandinavia; and a Board member of Coty Inc., a global leader in beauty.

Mr. Gifford is a representative of the Restricted Shareholders. Born in the United States in 1970, he is an American citizen and graduated from Virginia Commonwealth University with a Bachelor's Degree in Accountancy. He serves as Chief Financial Officer of Altria Group. In this role, he is responsible for the Accounting, Tax, Treasury, Audit, Investor Relations, Finance Decision Support and Strategy & Business Development organizations. He also oversees the financial services business of Philip Morris Capital Corporation. Prior to his current position, Mr Gifford was Senior Vice President, Strategy & Business Development. Since joining Philip Morris USA in 1994, he has served in numerous leadership roles in Finance, Marketing Information & Consumer Research and as President and Chief Executive Officer of Philip Morris USA. Prior to that, he was Vice President and Treasurer for Altria where he led various functions including Risk Management, Treasury Management, Benefits Investments, Corporate Finance and Corporate Financial Planning & Analysis. Prior to joining Philip Morris USA, Mr Gifford worked at the public accounting firm of Coopers & Lybrand, which currently is known as PricewaterhouseCoopers.

Mr. Lemann is a representative of the main shareholders (nominated by BRC S.à r.l., the holder of the class B Stichting certificates). Born in Brazil in 1968, he is a Brazilian citizen and graduated from Faculdade Candido Mendes in Rio de Janeiro, Brazil with a B.A. in Economics. Mr. Lemann interned at PriceWaterhouse in 1989 and was employed as an Analyst at Andersen Consulting from 1990 to 1991. Mr. Lemann also performed equity analysis while at Banco Marka and Dynamo Asset Management (both in Rio de Janeiro). From 1997 to 2004, he developed the hedge fund investment group at Tinicum Inc., a New York-based investment office that advised the Synergy Fund of Funds, where he served as Portfolio Manager. In May 2005, Mr. Lemann founded Pollux Capital and is currently the Portfolio Manager there. Mr. Lemann is a board member of Lojas Americanas, the Lemann Foundation and Lone Pine.

Mr. Leoni Sceti is an independent member of the Board. Born in 1966, he is an Italian citizen who lives in the UK. He graduated Magna Cum Laude in Economics from LUISS in Rome, where he passed the Dottore Commercialista post-graduate bar exam. Mr. Leoni Sceti has over 25 years' experience in the fast-moving consumer goods and media sectors. Mr. Leoni Sceti is the co-founder and chief crafter of thecraftory.io, the first investment house for mission-driven challenger brands. Mr. Leoni Sceti is the Chairman of LSG Holdings and of cocoa and chocolate leader Barry Callebaut.

Mr. Leoni Sceti was formerly CEO of Iglo Birdseye until June 2015, when he led the sale to Nomad Foods. Under his leadership, Iglo launched an industry-wide campaign against food waste, as part of Iglo's new corporate social responsibility agenda. Previously, Mr. Leoni Sceti was CEO of EMI music and he earlier held senior leadership roles, firstly at Procter & Gamble and then at Reckitt Benckiser. He is also a Trustee and a Counsellor of One Young World and on the UK board of Room to Read, a charity promoting education and gender equality.

Mr. Santo Domingo Dávila is a representative of the Restricted Shareholders. Born in 1977, he is a Colombian citizen and obtained a BA in History from Harvard College. He is a Senior Managing Director at Quadrant Capital Advisors, Inc. in New York City. He was a member of the Board of Directors of SABMiller plc. He was also Vice-Chairman of SABMiller plc for Latin America. Mr. Santo Domingo is Chairman of the Board of Bavaria S.A. in Colombia and Chairman of the Board of Valorem, a company which manages a diverse portfolio of industrial & media assets in Latin America. Mr. Santo Domingo is also a Director of Contour Global plc, Millicom, JDE (Jacobs Douwe Egberts), Keurig Green Mountain, Florida Crystals, the world's largest sugar refiner, Caracol TV, Colombia's leading broadcaster, El Espectador, a leading Colombian Daily, and Cine Colombia, Colombia's leading film distribution and movie theatre company. In the non-profit sector, he is Vice Chairman of the Wildlife Conservation Society, a Member of the Board of Trustees of the Metropolitan Museum of Art, and the Educational Broadcasting Corporation (WNET Channel Thirteen). Mr. Santo Domingo is also a Member of the Board of DKMS Americas; a foundation dedicated to finding donors for leukaemia patients. He is a Member of the Board of Fundacion Pies Descalzados.

Mr. Sicupira is a representative of the main shareholders (nominated by BRC S.à r.l., the holder of the class B Stichting certificates). Born in 1948, he is a Brazilian citizen and received a Bachelor of Business Administration from Universidade Federal do Rio de Janeiro and attended the Owners/Presidents Management Program at Harvard Business School. He has been Chairman of Lojas Americanas since 1981, where he also served as Chief Executive Officer until 1992. He is a member of the Board of Directors of Restaurant Brands International Inc. and the Harvard Business School's Board of Dean's Advisors and a co-founder and Board member of Fundação Estudar, a non-profit organisation that provides scholarships for Brazilians.

Mr. de Spoelberch is a representative of the main shareholders (nominated by Eugénie Patri Sébastien S.A., the holder of the Class A Stichting certificates). Born in 1966, he is a Belgian citizen and holds an MBA from INSEAD. Mr. de Spoelberch is an active private equity shareholder and his recent activities include shared Chief Executive Officer responsibilities for Lunch Garden, the leading Belgian self-service restaurant chain. He is a member of the board of several family-owned companies, such as Eugénie Patri Sébastien S.A., Verlinvest and Cobehold (Cobepa). He is also an administrator of the Baillet-Latour Fund, a foundation that encourages social, cultural, artistic, technical, sporting, educational and philanthropic achievements.

Mr. Telles is a representative of the main shareholders (nominated by BRC S.à r.l., the holder of the class B Stichting certificates). Born in 1950, he is a Brazilian citizen and holds a degree in Economics from Universidade Federal do Rio de Janeiro and attended the Owners/Presidents Management Program at Harvard Business School. He was Chief Executive Officer of Brahma and Ambev and was a member of the Board of Directors of Ambev. He served as member of the Board of Directors of H.J. Heinz Company and now serves as member of the Board of Directors of the Kraft Heinz Company and of the Board of associates of Insper. He is co-founder and Board member of Fundação Estudar, a non-profit organisation that provides scholarships for Brazilians and a founder and Chairman of Ismart, a non-profit organisation that provides scholarships to low-income students. He is also an ambassador for Endeavor, an international non-profit organisation that supports entrepreneurs in developing markets.

Mr. Van Damme is a representative of the main shareholders (nominated by Eugénie Patri Sébastien S.A., the holder of the Class A Stichting certificates). Born in 1962, he is a Belgian citizen and graduated from Solvay Business School, Brussels. Mr. Van Damme joined the beer industry early in his career and held various operational positions within Interbrew until 1991, including Head of Corporate Planning and Strategy. He has managed several private venture holding companies and is currently a director of Patri S.A. (Luxembourg), Restaurant Brands International (formerly Burger King Worldwide Holdings) Jacobs Douwe Egberts (JDE) and Keurig Green Mountain (KGM). He is also an administrator of the Baillet-Latour Fund, a foundation that encourages social, cultural, artistic, technical, sporting, educational and philanthropic achievements, as well as a director of the charitable, non-profit organisation DKMS, the largest bone marrow donor centre in the world.

General Information on the Directors

Over the five years preceding the date of this Base Prospectus, the members of the Issuer's Board hold or have held the following main directorships (apart from directorships they have held with the Issuer and its subsidiaries) or memberships of administrative, management or supervisory bodies and/or partnerships:

Name	Current	Past
María Asunción Aramburuzabala.....	Tresalia Capital, Grupo Modelo, KIO Networks, Abilia, Red Universal, Consejo Mexicano de Negocios, El Universal, Compañía Periodística Nacional and Instituto Tecnológico Autónomo de México (ITAM) School of Business	Grupo Financiero Banamex, LLC, Banco Nacional de México, América Móvil, Televisa, Cablevisión, Empresas ICA, Aeroméxico, Siemens, Tory Burch, LLC, Artega Automóvil, Diblo, Dirección de Fábricas, Filantropía Modelo, Consejo Asesor para las Negociaciones Comerciales Internacionales, Compromiso Social por la Calidad de la Educación, Latin America Conservation Council, Fresnillo plc, Médica Sur and Calidad de Vida, Progreso y Desarrollo para la Ciudad de México
Martin J. Barrington	Virginia Museum of Fine Arts, Richmond Performing Arts Center L.L.P., NextUp (formerly Middle School Renaissance 2020, LLC)	Altria Group, Inc., The College of Saint Rose
Alexandre Behring	3G Capital Partners., Restaurant Brands International and The Kraft Heinz Company	

Name	Current	Past
M. Michele Burns.....	Cisco Systems Inc., The Goldman Sachs Group Inc., Alexion Pharmaceuticals Inc., Etsy Inc., Circle Internet Financial	Wal-Mart Stores Inc.
Paul Cornet de Ways Ruart	Bunge Ltd, Eugénie Patri Sébastien S.A., Rayvax Société d'Investissement S.A., Sebacoop SCRL, Adrien Invest SCRL, Floridienne S.A., Krispy Kreme Doughnuts Inc., Panera Bread Holdings Corp., Peet's Coffee & Tea, Inc., Coffee & Bagel Brands Inc. Company, Inc. and the Stichting	Sparflex
Stéfan Descheemaeker	Nomad Foods, Eugénie Patri Sébastien S.A. and the Stichting	Telenet Group Holding NV, Delhaize Group
Olivier Goudet.....	JAB Holding Company, Peet's Coffee & Tea, Inc., Coty Inc., Jacobs Douwe Egberts (JDE) BV, Acorn Holdings B.V., Espresso House Holding AB, Keurig Green Mountain Inc. and Caribou Coffee Company Inc., Krispy Kreme Doughnuts Inc. and Panera Bread Company	Mars Inc., Wm. Wrigley Jr. Company, Agence Française des Investissements Internationaux and the Washington Performing Arts Society, Jimmy Choo PLC
William F. Gifford Jr.	Altria Group Inc., Virginia Commonwealth University School of Business Foundation, Greater Richmond Partnership, Inc.	Virginia Foundation for Independent Colleges, National Association of Manufacturers
Paulo Alberto Lemann	Pollux Capital, Lojas Americanas S.A., Lemann Foundation and Lone Pine Capital LLC	Ambev
Elio Leoni Sceti.....	LSG Holdings, Barry Callebaut, One Young World	EMI Music, Iglo Group, Beamly Ltd and Nomad Foods
Alejandro Santo Domingo Dávila	Quadrant Capital Advisors, Inc., Bavaria S.A., Valorem S.A., Millicom International Cellular SA, Jacobs Douwe Egberts (JDE) Keurig Green Mountain (KGM) Cine Colombia S.A., Organización Decameron S. d R.L., Florida Crystals Corporation, Caracol Televisión S.A., Metropolitan Museum of Art, Wildlife Conservation Society, DKMS and Fundación Mario Santo Domingo, Contour Global plc	SABMiller plc., Celumóvil S.A., Avianca S.A., Sofasa S.A., Cervecería Nacional S.A. (Panamá), Compañía de Cervezas Nacionales S.A. (Ecuador), Union de Cervecerías Peruanas Backus & Johnson S.A.A.
Carlos Alberto Sicupira.....	Restaurant Brands International, Lojas Americanas S.A., 3G Capital Partners, Fundação Estudar and the Stichting	B2W Companhia Global do Varejo, São Carlos Empreendimentos e Participações S.A., Burger King Worldwide, Inc.
Grégoire de Spoelberch	Agemar S.A., Wernelin S.A., Fiprolux S.A., Eugénie Patri Sébastien S.A., the Stichting, G.D.S. Consult, Cobehold, Compagnie Benelux Participations, Vervodev, Wesparc, Groupe Josi, ⁽¹⁾ Financière Stockel, ⁽¹⁾ Immobilière du Canal, ⁽¹⁾ Verlinvest, ⁽¹⁾ Midi Developpement, ⁽¹⁾ Solferino Holding S.A., Zencar S.A., Clearvolt S.A. and Fonds Baillet Latour	Atanor, ⁽¹⁾ Amantelia, ⁽¹⁾ Demeter Finance, Lunch Garden Services, ⁽¹⁾ Lunch Garden, ⁽¹⁾ Lunch Garden Management, ⁽¹⁾ Lunch Garden Finance, ⁽¹⁾ Lunch Garden Concepts, ⁽¹⁾ HEC Partners, ⁽¹⁾ Q.C.C., ⁽¹⁾ A.V.G. Catering Equipment, ⁽¹⁾ Immo Drijvers-Stevens and ⁽¹⁾ Elpo-Cuisinex Wholesale ⁽¹⁾ Navarin S.A.
Marcel Herrmann Telles.....	3G Capital Partners, The Kraft Heinz Company, Fundação Estudar, Instituto Social Maria Telles and the Stichting	Ambev, Lojas Americanas S.A., São Carlos Empreendimentos e Participações S.A., Editora Abril S.A. GP Investimentos and Instituto Veris—IBMEC São Paulo, Burger King Worldwide Holdings, Inc., Itau/Unibanco International, Instituto de Desenvolvimento Gerencial—INDG, and Harvard Business School's Board of Dean's Advisors
Alexandre Van Damme.....	Jacobs Douwe Egberts (JDE), Restaurant Brands International, Keurig Green Mountain (KGM), the Stichting, Eugénie Patri Sébastien, S.A., DKMS and Fonds Baillet Latour	UCB S.A.

Notes:

(1) As permanent representative.

Chief Executive Officer and Senior Management

Role and Responsibilities, Composition, Structure and Organisation

The CEO is responsible for the day-to-day management of the Issuer. He has direct responsibility for the Issuer's operations and oversees the organisation and efficient day-to-day management of subsidiaries, affiliates and joint ventures. The CEO is responsible for the execution and management of the outcome of all Board decisions. The CEO is appointed and removed by the Board and reports directly to it.

The CEO leads an executive board of management comprised of the CEO, nine global functional heads (or "**Chiefs**"), two transitional roles and nine zone presidents.

Effective August 2017, Sabine Chalmers, Chief Legal Officer, left the company.

Effective August 2017, John Blood was appointed General Counsel and Company Secretary, succeeding Sabine Chalmers.

Effective 31 December 2017, Claudio Garcia, Chief People Officer, left the company.

João Castro Neves was Zone President North America until 31 December 2017.

Effective 1 January 2018, Michel Doukeris became Zone President North America and CEO of Anheuser-Busch Companies, following his previous role as Chief Sales Officer and succeeding João Castro Neves.

Effective 1 January 2018, David Almeida became Chief People Officer, following his previous role as Chief Integration Officer and succeeding Claudio Garcia.

Effective 31 January 2018, Claudio Braz Ferro, Chief Supply Integration Officer, left the company.

Effective 31 August 2018, Mauricio Leyva, Zone President Middle Americas, left the company.

The Group has announced plans to change its management zone structure which will result in changes to its management.

As from 1 January 2019, the Executive Board of Management will become an Executive Committee ("**ExCom**"). The ExCom members will be the Chief Executive Officer, the Chief Financial and Solutions Officer, the Chief Strategy and the External Affairs Officer together with the General Counsel and the Company Secretary. The ExCom will work with the Board on matters such as corporate governance, general management of the Group and the implementation of corporate strategy as defined by the Board.

The members of the executive board of management work with the CEO to enable the CEO to properly perform his duties of daily management.

Although exceptions can be made in special circumstances, the upper age limit for the members of the Issuer's executive board of management is 65, unless their employment contract provides otherwise.

The executive board of management currently consists of the following members:

Name	Function
Carlos Brito	Chief Executive Officer
David Almeida	Chief People Officer
John Blood	General Counsel and Company Secretary
Felipe Dutra.....	Chief Financial and Solutions Officer
Pedro Earp.....	Chief Disruptive Growth Officer
David Kamenetzky.....	Chief Strategy and External Affairs Officer
Peter Kraemer	Chief Supply Officer
Tony Milikin	Chief Procurement & Sustainability Officer
Miguel Patricio.....	Chief Marketing Officer
Ricardo Tadeu	Zone President Africa
Jean Jereissati.....	Zone President Asia Pacific North
Jan Craps	Zone President Asia Pacific South
Stuart MacFarlane	Zone President Europe
Ricardo Moreira	Zone President Latin America COPEC
Bernardo Pinto Paiva.....	Zone President Latin America North
Carlos Lisboa	Zone President Latin America South
Michel Doukeris.....	Zone President North America

The business address for all of these executives is: Brouwerijplein 1, 3000 Leuven, Belgium.

David Almeida is AB InBev's Chief People Officer. Born in 1976, Mr Almeida is a dual citizen of the U.S. and Brazil and holds a Bachelor's Degree in Economics from the University of Pennsylvania. Most recently, he served as Chief Integration Officer, having previously held the positions of Vice President, U.S. Sales and of Vice President, Finance for the North American organisation. Prior to that, he served as InBev's head of mergers and acquisitions, where he led the combination with Anheuser-Busch in 2008 and subsequent integration activities in the U.S. Before joining InBev in 1998, he worked at Salomon Brothers in New York as a financial analyst in the Investment Banking division.

John Blood is AB InBev's General Counsel and Company Secretary. Born in 1967, Mr. Blood is a U.S. citizen and holds a bachelor's degree from Amherst College and a JD degree from the University of Michigan Law School. Mr. Blood joined AB InBev in 2009 as Vice President Legal, Commercial and M&A where he focused on global Mergers & Acquisitions, Compliance and Corporate law. Most recently Mr. Blood was Zone Vice President Legal & Corporate Affairs in North America where he has led the legal and corporate affairs agenda for the United States and Canada. Prior to joining the company, Mr. Blood led the corporate and litigation teams in Diageo's North American business where he had been primary counsel to its U.S. hard liquor, wine and beer divisions over his tenure.

Carlos Brito is AB InBev's CEO. Born in 1960, he is a Brazilian citizen and received a Degree in Mechanical Engineering from the Universidade Federal do Rio de Janeiro and an MBA from Stanford University Graduate School of Business. Mr. Brito joined Ambev in 1989 where he held roles in Finance, Operations, and Sales, before being appointed Chief Executive Officer in January 2004. He was appointed Zone President North America at InBev in January 2005 and Chief Executive Officer in December 2005. He is a member of the board of directors of Ambev and of the Advisory Board of Grupo Modelo. He is also an Advisory Council Member of the Stanford Graduate School of Business and serves on the Advisory Board of the Tsinghua University School of Economics and Management.

Jan Craps is AB InBev's Zone President Asia Pacific South. Born in 1977, Mr. Craps is a Belgian citizen and obtained a Degree in Business Engineering from KU Brussels and a Master's Degree in Business Engineering from KU Leuven, Belgium. He has also completed post-graduate programmes in Marketing and Strategy from INSEAD in France, and the Kellogg School of Management and Wharton Business School in the United States. Mr. Craps was an associate consultant with McKinsey & Company before joining AB InBev in 2002. He acquired a range of international experiences in a number of senior marketing, sales and logistics executive positions in France and Belgium. In 2011, he relocated to Canada where he was appointed Head of Sales for Canada followed by his appointment as President and CEO of Labatt Breweries of Canada in 2014.

Michel Doukeris is AB InBev's Zone President North America since 1 January 2018. Born in 1973, he is a Brazilian citizen and holds a Degree in Chemical Engineering from Federal University of Santa Catarina in Brazil and a Master's Degree in Marketing from Fundação Getulio Vargas, also in Brazil. He has also completed post-graduate programs in Marketing and Marketing Strategy from the Kellogg School of Management and Wharton Business School in the United States. Mr. Doukeris joined AB InBev in 1996 and held sales positions of increasing responsibility before becoming Vice President, Soft Drinks for AB InBev's Latin America North Zone in 2008. He was appointed President, AB InBev China in January 2010 and Zone President, Asia Pacific in January 2013. In January 2017, Mr Doukeris became Chief Sales Officer.

Felipe Dutra is AB InBev's Chief Financial and Solutions Officer. Born in 1965, Mr. Dutra is a Brazilian citizen and holds a Degree in Economics from Candido Mendes and an MBA in Controlling from Universidade de Sao Paulo. He joined Ambev in 1990 from Aracruz Celulose, a major Brazilian manufacturer of pulp and paper. At Ambev, he held various positions in Treasury and Finance before being appointed General Manager of one of AB InBev's subsidiaries. Mr. Dutra was appointed Ambev's Chief Financial Officer in 1999 and Chief Financial Officer in January 2005. In 2014, Mr. Dutra became AB InBev's Chief Financial and Technology Officer. He is also a member of the board of directors of Ambev and of the advisory board of Grupo Modelo and was formerly a member of the Grupo Modelo board of directors.

Pedro Earp is AB InBev's Chief Disruptive Growth Officer. Born in 1977, he is a Brazilian citizen and holds a Bachelor of Science degree in Financial Economics from the London School of Economics. Mr. Earp joined AB InBev in 2000 as a Global Management Trainee in AB InBev's Latin America North Zone. In 2002, he became responsible for the Zone's M&A team and in 2005 he moved to AB InBev's global headquarters in Leuven, Belgium to become Global Director, M&A. Later, he was appointed Vice President, Strategic Planning in Canada in 2006, Global Vice President, Insights and Innovation in 2007, Global Vice President, M&A in 2009 and Vice President, Marketing for the Latin America North Zone in 2013. He was appointed Chief Disruptive Growth Officer of AB InBev in February 2015.

Jean Jereissati is AB InBev's Zone President Asia Pacific North. Born in 1974, Mr. Jereissati is a Brazilian citizen and earned a Bachelor's Degree in Business Administration from Fundação Getúlio Vargas in Brazil. Mr. Jereissati joined Ambev in 1998 in the commercial area. Prior to his appointment as AB InBev's Business Unit President China in 2013, he served as Business Unit President Hispanic Latin America, and CEO of Cerveceria Nacional Dominicana.

David Kamenetzky is AB InBev's Chief Strategy and External Affairs Officer. Born in 1969, he is a Swiss citizen and graduated from the University of St. Gallen, Switzerland, with a lic. oec. (diploma) in finance, accounting and controlling, and from Georgetown University, Washington DC, with a master of science in foreign service. Until September 2016, Mr. Kamenetzky served on the management team of Mars, Incorporated. He left Mars after a ten-year tenure and successfully set up his own growth capital fund for disruptive food and beverage companies. Prior to joining Mars, Mr. Kamenetzky worked for Goldman Sachs & Co. Mr. Kamenetzky also serves as a non-executive director on the board of DKSH, the leading market expansion services group.

Peter Kraemer is AB InBev's Chief Supply Officer. Born in 1965, he is a U.S. Citizen. A fifth-generation Brewmaster and native of St. Louis, Mr Kraemer holds a Bachelor's degree in Chemical Engineering from Purdue University and a Master's degree in Business Administration from St. Louis University. He joined AB InBev 29 years ago and has held various brewing positions over the years, including Group Director of Brewing and Resident Brewmaster of the St. Louis brewery. In 2008, Mr Kraemer became Vice President, Supply, for AB InBev's North America Zone, leading all brewery operations, quality assurance, raw materials and product innovation responsibilities. He was appointed Chief Supply Officer of AB InBev in March 2016.

Carlos Lisboa will be AB InBev's Zone President Latin America South. Born in 1969, Mr Lisboa is a Brazilian citizen and received a Degree in Business Administration from the Catholic University of Pernambuco and a Marketing specialization from FESP, both in Brazil. Mr Lisboa joined Ambev in 1993 and has built his career in Marketing and Sales. He was responsible for building the Skol brand in Brazil in 2001 and after that became Marketing Vice President for AB InBev's Latin American North Zone. Mr Lisboa then led the International Business Unit in AB InBev's Latin America South Zone for two years prior to becoming Business Unit President for Canada. In 2015, he was appointed Marketing Vice President for AB InBev's Global Brands.

Stuart MacFarlane is AB InBev's Zone President Europe. Born in 1967, he is a citizen of the UK and received a Degree in Business Studies from Sheffield University in the UK. He is also a qualified Chartered Management Accountant. He joined AB InBev in 1992 and since then has held senior roles in Finance, Marketing and Sales and was Managing Director for AB InBev's business in Ireland. Mr. MacFarlane was appointed President of AB InBev UK & Ireland in January 2008, and, in January 2012, became AB InBev's Zone President, Central & Eastern Europe. In January 2014, he was appointed as Zone President, Europe to lead AB InBev's new single European zone.

Tony Milikin is AB InBev's Chief Procurement & Sustainability Officer. Mr. Milikin is responsible for all Procurement, Sustainability and Vertical Operations globally. AB InBev's vertical operations consists of 75+ facilities and 10,000 employees and a strategic partner of our raw materials supplies. Born in 1961, he is a U.S. citizen and holds an undergraduate Finance Degree from the University of Florida and an MBA in Marketing from Texas Christian University in Fort Worth, Texas. Mr. Milikin joined AB InBev in May 2009 from MeadWestvaco,

where he was Vice President, Supply Chain and Chief Purchasing Officer, based in Richmond, Virginia, since 2004. Prior to joining MeadWestvaco, he held various purchasing and supply chain positions with increasing responsibilities at Monsanto and Alcon Laboratories.

Ricardo Moreira is AB InBev's Zone President Latin America COPEC. Born in 1971, Mr. Moreira is a Portuguese citizen and received a Degree in Mechanical Engineering from Rio de Janeiro Federal University in Brazil and a specialisation in Management from University of Chicago in the U.S. Mr Moreira joined Ambev in 1995 and held various positions in the Sales and Finance organisations prior to becoming Regional Sales Director in 2001. He subsequently held positions as Vice President Logistics & Procurement for Latin America North, Business Unit President for Hispanic Latin America (HILA) and Vice President Soft Drinks Latin America North. In 2013, Mr. Moreira moved to Mexico to head AB InBev's Sales, Marketing and Distribution organisations and lead the commercial integration of Grupo Modelo. Mr. Moreira was previously AB InBev's Marketing Vice President for the Mexico Zone.

Miguel Patricio is AB InBev's Chief Marketing Officer. Born in 1966, he is a Portuguese citizen and holds a Degree in Business Administration from Fundação Getulio Vargas in São Paulo. Prior to joining Ambev in 1998, Mr. Patricio held several senior positions across the Americas at Philip Morris, The Coca-Cola Company and Johnson & Johnson. At Ambev, he was Vice President, Marketing before being appointed Vice President, Marketing of InBev's North American zone based in Toronto in January 2005. In January 2006, he was promoted to Zone President, North America, and in January 2008 he moved to Shanghai to take on the role of Zone President, Asia Pacific. He became AB InBev's Chief Marketing Officer in July 2012.

Bernardo Pinto Paiva is AB InBev's Zone President, Latin America North. Born in 1968, he is a Brazilian citizen and holds a Degree in Engineering from Universidade Federal do Rio de Janeiro and an Executive MBA from Pontifícia Universidade Católica do Rio de Janeiro. Mr. Pinto Paiva joined Ambev in 1991 as a management trainee and during his career at AB InBev has held leadership positions in Sales, Supply, Distribution and Finance. He was appointed Zone President, North America in January 2008 and Zone President, Latin America South in January 2009 before becoming Chief Sales Officer in January 2012. Effective 1 January 2015, he became Zone President, Latin America North and CEO of Ambev.

Ricardo Tadeu is AB InBev's Zone President Africa. Born in 1976, he is a Brazilian citizen, and received a law degree from the Universidade Cândido Mendes in Brazil and a Master of Law from Harvard Law School in Cambridge, Massachusetts. He is also Six Sigma Black Belt certified. He joined AB InBev in 1995 and has held various roles across the Commercial area. He was appointed Business Unit President for AB InBev's operations in Hispanic Latin America in 2005, and served as Business Unit President, Brazil from 2008 to 2012. He served as Zone President, Mexico from 2013 until his appointment as Zone President Africa upon completion of the Combination. He is also a member of the board of directors of SABSA Holdings Ltd, Tanzania Breweries Ltd and Delta Corporation Ltd.

General Information on the Members of the Executive Board of Management

No member of the EBM has any conflicts of interest between any duties he/she owes to the Issuer and any private interests and/or other duties.

Over the five years preceding the date of this Base Prospectus, the members of the EBM hold or have held the following main directorships (apart from directorships they have held with AB InBev and its subsidiaries, or SABMiller and its subsidiaries) or memberships of administrative, management or supervisory bodies and/or partnerships:

Name	Current	Past
David Almeida.....	—	—
John Blood	—	International Institute for Conflict Prevention and Resolution (CPR)
Carlos Brito	Member of the Board of Trustees and Finance Committee of the Greenwich Academy, Inc. Member of the Advisory Board of the Tsinghua University School of Economics and Management Member of the CEO Group at the International Alliance for Responsible Drinking (IARD) Member of the Global Brewers Initiative (GBI) Advisory Council Member of Stanford Graduate School of Business	IAB Council Member of the China Europe International Business School (CEIBS)

Name	Current	Past
Jan Craps	Member of the Board of Drink Wise in Australia	—
Michel Doukeris	—	—
Felipe Dutra	—	Director of Whitby School
Pedro Earp	—	Voxus
Jean Jereissati	—	—
David Kamenetzky	DKSH Holding	—
Pete Kraemer	Member of the Board of Civic Progress in St Louis, MO	American Malting and Barley Association
Carlos Lisboa	—	—
Stuart MacFarlane	Efes	—
Tony Milikin	—	Director of the Institute of Supply Management and Director of Supply Chain Council
Ricardo Moreira	—	—
Miguel Patricio	—	—
Bernardo Pinto Paiva	Director of Fundação Antonio e Helena Zerrenner	—
Ricardo Tadeu	—	—

Board Practices

General

The Issuer's directors are appointed by its shareholders' meeting, which sets their remuneration and term of mandate. Their appointment is published in the Belgian Official Gazette (*Moniteur belge*). No service contract is concluded between the Issuer and its directors with respect to their Board mandates. The Board also may request a director to carry out a special mandate or assignment. In such cases a special contract may be entered into between the Issuer and the respective director. For details of the current directors' terms of office, see Section 5 (*Description of the Issuer - Directors, Senior Management and Employees of the Issuer – Directors and Senior Management – Board of Directors*). The Issuer does not provide pensions, medical benefits or other benefit programmes to directors.

Information about the Issuer's Committees

General

The Board is assisted by four committees: the Audit Committee, the Finance Committee, the Remuneration Committee and the Nomination Committee.

The existence of the Committees does not affect the responsibility of the Board. Board committees meet to prepare matters for consideration by the Board. By exception to this principle, (i) the Remuneration Committee may make decisions on individual compensation packages, other than with respect to the CEO and the executive board of management (which are submitted to the Board for approval) and on performance against targets and (ii) the Finance Committee may make decisions on matters specifically delegated to it under the Issuer's Corporate Governance Charter, in each case without having to refer to an additional Board decision. Each of the Issuer's Committees operates under typical rules for such committees under Belgian law, including the requirement that a majority of the members must be present for a valid quorum and decisions are taken by a majority of members present.

The Audit Committee

Composition and functioning

The Audit Committee consists of a minimum of three voting members. The Audit Committee's Chairman and the Committee members are appointed by the Board from among the non-executive directors. The Chairman of the Audit Committee is not the Chairman of the Board. A majority of the members of our Audit Committee are independent directors according to our Corporate Governance Charter. Each of them is independent as defined in Rule 10A-3(b)(1)(ii) under the U.S. Securities Exchange Act of 1934, as amended.

The Chief Executive Officer, Chief Legal Officer and Chief Financial and Technology Officer are invited to the meetings of the Audit Committee, unless the Chairman or majority of the members decide to meet in closed session.

As of the date of this Base Prospectus, the members of the Audit Committee Are M. Michèle Burns (Chairman), Martin J. Barrington, Olivier Goudet, and Mr. Elio Leoni Sceti.

The Issuer's Board has determined that M. Michèle Burns and Olivier Goudet are each "audit committee financial experts".

The Audit Committee assists our Board in its responsibility for oversight of (i) the integrity of the Issuer's financial statements, (ii) compliance with legal and regulatory requirements and environmental and social responsibilities, (iii) the statutory auditors' qualification and independence, and (iv) the performance of the statutory auditors and the Issuer's internal audit function. The Audit Committee is entitled to review information on any point it wishes to verify, and is authorised to acquire such information from any of the Issuer's employees. The Audit Committee is directly responsible for the appointment, compensation, retention and oversight of the statutory auditor. It also establishes procedures for confidential complaints regarding questionable accounting or auditing matters. It is also authorised to obtain independent advice, including legal advice, if this is necessary for an inquiry into any matter under its responsibility. It is entitled to call on the resources that will be needed for this task. It is entitled to receive reports directly from the statutory auditor, including reports with recommendations on how to improve our control processes.

The Audit Committee holds as many meetings as necessary with a minimum of four per year. Paul Cornet de Ways Ruart attends Audit Committee meetings as a non-voting observer.

The Finance Committee

The Finance Committee consists of at least three, but no more than six, members appointed by the Board. The Board appoints a chairman and may, if deemed appropriate, a vice-chairman from among the Finance Committee members. The CEO and the Chief Financial and Technology Officer are invited ex officio to the Finance Committee meetings unless explicitly decided otherwise. Other employees are invited on an ad hoc basis as deemed useful.

As of the date of this Base Prospectus, the members of the Finance Committee are Alexandre Van Damme (Chairman), Stéfan Descheemaeker, Paulo Alberto Lemann, Alexandre Behring, William F. Gifford Jr. and M. Michele Burns. The Corporate Governance Charter requires the Finance Committee to meet at least four times a year and as often as deemed necessary by its chairman or at least two of its members.

The Finance Committee assists the Board in fulfilling its oversight responsibilities in the areas of corporate finance, risk management, treasury controls, mergers and acquisitions, tax and legal, pension plans, financial communication and stock market policies and all other related areas as deemed appropriate.

The Remuneration Committee

The Remuneration Committee consists of three members appointed by the Board, all of whom are non-executive directors. The chairman of the Remuneration Committee is a representative of the controlling shareholders and the other two members meet the requirements of independence established in the Issuer's Corporate Governance Charter and by Belgian Company Law. The chairman of the Remuneration Committee would not be considered independent under the rules of the New York Stock Exchange ("NYSE") and, therefore, the Remuneration Committee would not be in compliance with the NYSE Corporate Governance Standards for domestic issuers in respect of independence of compensation committees. The Chief Executive Officer and the Chief People Officer are invited ex officio to the meetings of the Committee unless explicitly decided otherwise.

As of the date of this Base Prospectus, the members of the Remuneration Committee are Marcel Herrmann Telles (Chairman), Olivier Goudet and Elio Leoni Sceti.

The Remuneration Committee meets at least four times a year and more often if required, and can be convoked by its chairman or at the request of at least two of its members.

The Remuneration Committee's principal role is to guide the Board with respect to all its decisions relating to the remuneration policies for the Board, the Chief Executive Officer and the EBM and on their individual remuneration packages. The Remuneration Committee ensures that the Chief Executive Officer and members of the EBM are incentivised to achieve, and are compensated for, exceptional performance. The Remuneration Committee also ensures the maintenance and continuous improvement of AB InBev's compensation policy which is to be based on meritocracy with a view to aligning the interests of its employees with the interests of all shareholders. In certain exceptional circumstances, the Remuneration Committee or its appointed designees may grant limited waivers from lock-up requirements provided that adequate protections are implemented to ensure that the commitment to hold shares remains respected until the original termination date.

The Nomination Committee

The Nomination Committee consists of five members appointed by the Board. The five members include the Chairman of the Board and the chairman of the Remuneration Committee. Four of the five Nomination Committee members are representatives of the controlling shareholders. These four members of the Nomination Committee would not be considered independent under NYSE rules, and therefore the Issuer's Nomination Committee would not be in compliance with the NYSE Corporate Governance Standards for domestic issuers in respect of independence of nominating committees. The CEO, the Chief People Officer and the Chief Legal Officer are invited ex officio to attend the meetings of the Nomination Committee unless explicitly decided otherwise.

As of the date of this Base Prospectus, the members of the Nomination Committee are Marcel Herrmann Telles (Chairman), Carlos Alberto Sicupira, Grégoire de Spoelberch, Olivier Goudet and Alexandre Van Damme.

The Nomination Committee's principal role is to guide the Board succession process. The Nomination Committee identifies persons qualified to become Board members and recommends director candidates for nomination by the Board and election at the shareholders' meeting. The Nomination Committee also guides the Board with respect to all its decisions relating to the appointment and retention of key talent within the Group.

6. SELECTED FINANCIAL INFORMATION

This section sets out highlights of the financial information of the Group.

SELECTED FINANCIAL INFORMATION

The following tables set out in summary form balance sheet, income statement and cash flow information relating to the Group. Such information is derived from the audited consolidated financial statements of the Group as at and for the years ended 31 December 2016 and 31 December 2017. The financial statements of the Group are prepared in accordance with the International Financial Reporting Standards as issued by the International Accounting Standards Board ("IASB") and in conformity with International Financial Reporting Standards as adopted by the European Union ("IFRS"). The audited consolidated financial statements and the accompanying notes as of and for the years ended 31 December 2016 and 2017, together with the audit reports of Deloitte Bedrijfsrevisoren BV CVBA, and the accompanying notes are incorporated by reference in this Base Prospectus. The financial information presented below should be read in conjunction with such financial statements, notes and audit reports thereto.

Condensed Consolidated Income Statement for the years ended 31 December 2017 and 2016

	2017				2016			
		Guarantors				Guarantors		
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors

Condensed Consolidated Statement of Financial Position as at 31 December 2017 and 2016

	2017				2016			
	Guarantors					Guarantors		
Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
	(million US dollar)							
ASSETS								
Non-current assets								
Property, plant and equipment ..	27,184	-	-	4,589	27,522	-	-	4,829
Goodwill.....	140,940	-	-	33,277	136,533	-	-	33,056
Intangible assets.....	45,874	-	-	22,105	44,568	-	-	22,094
Investments in subsidiaries	-	77,388	-	83,368	-	41,488	-	8,042
Investments in associates and joint ventures	5,263	-	-	28	4,324	-	-	40
Deferred tax assets	1,216	-	-	-	1,261	327	-	-
Derivatives.....	25	-	-	16	146	-	-	120
Other non-current assets.....	1,664	10,290	55,432	25,293	966	24,322	55,258	60,420
	222,166	87,677	55,432	168,676	215,320	66,137	55,258	128,601
Current assets								
Investment securities.....	1,304	-	-	-	5,659	-	-	-
Inventories	4,119	-	-	626	3,913	-	-	635
Derivatives.....	458	-	-	320	971	-	-	(120)
Trade and other receivables	6,566	1,514	1,947	25,237	6,391	7,937	2,338	16,622
Cash and cash equivalents.....	10,472	242	8	5,982	8,579	155	-	28,780
Assets classified as held for sale	133	-	-	-	16,439	-	-	-
Other current assets.....	908	-	-	-	1,109	-	-	(610)
	23,960	1,756	1,955	32,165	43,061	8,092	2,338	45,307
Total assets	246,126	89,434	57,387	200,841	258,381	74,229	57,596	173,908
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev	72,585	38,307	586	131,657	71,339	20,009	564	107,258
Minority interest	7,635	-	-	-	10,086	-	-	-
	80,220	38,307	586	131,656	81,425	20,009	564	107,258
Non-current liabilities								
Interest-bearing loans and borrowings.....	108,949	49,230	55,464	29,005	113,941	50,672	55,239	16,257
Employee benefits	2,993	-	-	1,240	3,014	-	-	1,290
Deferred tax liabilities.....	13,107	(337)	9	6,528	16,678	-	16	10,141
Derivatives.....	937	-	-	920	471	-	-	275
Other non-current liabilities	3,709	-	-	1,023	2,737	-	-	853
	129,695	48,893	55,473	38,716	136,841	50,672	55,255	28,816
Current liabilities								
Interest-bearing loans and borrowings.....	7,433	2,363	479	19,336	8,618	3,670	300	24,576
Income tax payable	1,558	(665)	3	734	3,922	(881)	10	6
Derivatives	1,457	-	-	1,360	1,263	-	-	(275)
Trade and other payables	24,762	535	848	5,481	23,086	759	850	4,583
Liabilities associated with assets held for sale	-	-	-	-	2,174	-	-	-
Other current liabilities	1,002	-	-	3,558	1,053	-	617	8,944
	36,211	2,233	1,330	30,469	40,116	3,548	1,777	37,834
Total equity and liabilities	246,126	89,434	57,387	200,841	258,381	74,229	57,596	173,908

Condensed Consolidated Cash Flow Statement for the years ended 31 December 2017 and 2016

	2017				2016			
	Guarantors				Guarantors			
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors
	<i>(million US dollar)</i>							
OPERATING ACTIVITIES								
Profit.....	9,183	2,338	8	12,391	2,769	1,510	38	(633)
Depreciation, amortisation and impairment.....	4,276	-	-	771	3,477	-	-	748
Net finance cost	6,507	3,064	(26)	(4,160)	8,564	1,284	(36)	3,805
Income tax expense.....	1,920	(614)	17	(1,329)	1,613	(280)	(2)	1,358
Investment income.....	-	(3,721)	-	(4,167)	-	(1,958)	-	(1,322)
Other items	(219)	-	-	(7)	(82)	(1)	-	231
Cash flow from operating activities before changes in working capital and use of provisions	21,667	1,067	(1)	3,499	16,341	555	-	4,187
Working capital and provisions..	(397)	869	(4)	(1,210)	(297)	541	4	(650)
Cash generated from operations	21,270	1,936	(5)	2,289	16,044	1,096	4	3,537
Interest paid, net.....	(3,841)	(3,156)	79	351	(2,721)	(1,153)	59	999
Dividends received	142	-	-	78	43	-	-	4
Income tax paid	(2,141)	-	(16)	285	(3,256)	-	-	(511)
CASH FLOW FROM OPERATING ACTIVITIES ...	15,430	(1,220)	58	3,003	10,110	(57)	63	4,029
INVESTING ACTIVITIES								
Proceeds from sale of property, plant and equipment and of intangible assets	617	-	-	18	211	-	-	25
Sale of subsidiaries, net of cash disposed of.....	42	-	-	42	653	-	-	13
Acquisition of SABMiller, net of cash acquired	-	-	-	-	(65,166)	-	-	(8,652)
Proceeds from SABMiller transaction-related divestitures...	11,697	-	-	-	16,342	-	-	-
Taxes on SAB transaction-related divestitures	(3,449)	-	-	(3,449)	-	-	-	-
Acquisition of other subsidiaries, net of cash acquired	(598)	-	-	(306)	(1,445)	-	-	-
Acquisition of property, plant and equipment and of intangible assets	(4,741)	-	-	(534)	(4,979)	-	-	(650)
Net of tax proceeds from the sale of assets held for sale	16	-	-	-	146	-	-	-
Net proceeds from sale/(acquisition) of investment in short-term debt securities	4,337	-	-	-	(5,583)	-	-	-
Net proceeds from sale/(acquisition) of other assets.	(280)	-	-	(69)	(27)	-	-	(31)
Net repayments/(payments) of loans granted.....	213	4,996	332	4,607	(229)	(900)	(46,052)	(229)
CASH FLOW FROM INVESTING ACTIVITIES	7,854	4,996	332	308	(60,077)	(900)	(46,052)	(9,524)
FINANCING ACTIVITIES								
Intra-group capital reimbursements.....	-	-	-	(21,152)	-	-	-	(2,115)
Purchase of non-controlling interest	(206)	-	-	-	(10)	-	-	-
Proceeds from borrowings	13,352	2,262	1,470	16,197	86,292	4,486	47,051	32,887
Payments on borrowings.....	(23,333)	(5,876)	(1,306)	(19,354)	(23,617)	(4,049)	(2,200)	(1,372)
Cash net finance (cost)/income other than interests	(1,541)	-	-	1,977	(3,484)	(64)	(5)	(3,157)
Dividends paid	(9,275)	(75)	-	-	(8,450)	-	-	-
CASH FLOW FROM FINANCING ACTIVITIES	(21,004)	(3,689)	164	(22,332)	50,731	373	44,846	26,243
Net increase/(decrease) in cash and cash equivalents	2,280	87	554	(19,021)	764	(584)	(1,143)	20,748
Cash and cash equivalents less bank overdrafts at beginning of year.....	8,395	155	(617)	19,840	6,910	739	525	(1,100)
Effect of exchange rate fluctuations	(319)	-	72	1,611	721	-	-	194
Cash and cash equivalents less bank overdrafts at end of year	10,356	242	9	2,430	8,395	155	(618)	19,842

The following tables set out in summary form balance sheet, income statement and cash flow information relating to the Group and the Guarantors. Such information is derived from the Group's unaudited interim report for the six-month period ended 30 June 2018 as filed with the Securities and Exchange Commission on Form 6-K on 26 July 2018. The condensed consolidated interim financial statements of the Group are prepared in accordance with the International Financial Reporting Standards IAS 34 *Interim Financial Reporting* as issued by the IASB and as adopted by the European Union. The condensed consolidated interim financial statements as of 30 June 2018, together with the accompanying notes are incorporated by reference in this Base Prospectus. The financial information presented below should be read in conjunction with such financial statements and notes.

Condensed Consolidated Income Statement for the six-month periods ended 30 June 2018 and 2017

	2018				2017			
	Guarantors			Group	Guarantors			Group
	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	
	Group							
	<i>(million US dollar)</i>							
Revenue	27,087	-	-	6,891	27,104	-	-	7,043
Cost of sales	(10,184)	-	-	(2,879)	(10,674)	-	-	(2,907)
Gross profit	16,903	-	-	4,012	16,430	-	-	4,136
Distribution expenses	(2,925)	-	-	(567)	(2,840)	-	-	(482)
Sales and marketing expenses	(4,095)	-	-	(1,014)	(4,082)	-	-	(1,114)
Administrative expenses	(1,771)	-	-	(254)	(1,857)	-	-	(212)
Other operating income/ (expenses)	136	413	-	(617)	121	519	-	(857)
Profit from operations	8,248	413	-	1,561	7,773	519	-	1,471
Net finance cost	(3,310)	(1,703)	10	1,569	(3,331)	(1,483)	9	2,480
Share of result of associates	93	-	-	3	124	-	-	2
Profit before tax	5,031	(1,290)	10	3,133	4,566	(964)	9	3,953
Income tax expense	(1,436)	155	(3)	(413)	(994)	437	(3)	(427)
Profit	3,595	(1,135)	7	2,720	3,572	(527)	6	3,526
Income from subsidiaries	-	2,061	-	611	-	2,793	-	291
Profit from continuing operations	3,595	926	7	3,331	3,572	2,266	6	3,817
Profit from discontinued operations	-	-	-	0	28	-	-	-
Profit of the year	3,595	926	7	3,331	3,600	2,266	6	3,817
Profit from continuing operations attributable to:								
Equity holders of AB InBev	2,955	926	7	3,331	2,880	2,266	6	3,817
Non-controlling interest	640	-	-	0	692	-	-	-
Profit of the year attributable to: Equity holders of AB InBev	2,955	926	7	3,331	2,908	2,266	6	3,817
Non-controlling interest	640	-	-	0	692	-	-	-

Condensed Consolidated Balance Sheet as at 30 June 2018 and 2017

	2018				2017			
	Guarantors				Guarantors			
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors
	(million US dollar)							
ASSETS								
Non-current assets								
Property, plant and equipment	25,451	-	-	4,430	26,372	-	-	4,673
Goodwill	136,752	-	-	33,279	141,691	-	-	33,159
Intangible assets	45,392	-	-	22,413	45,916	-	-	22,117
Investments in subsidiaries	-	79,453	-	84,130	-	-	-	64,608
Investments in associates and joint ventures	6,319	-	-	45	4,909	61,349	-	28
Deferred tax assets	1,601	-	-	0	1,516	14	-	-
Derivatives	29	-	-	5	56	-	-	37
Other non-current assets	1,411	7,202	49,844	15,596	996	10,545	55,374	20,847
	216,954	86,655	49,844	159,898	221,456	71,908	55,374	145,469
Current assets								
Investment securities	4	-	-	0	2,912	-	-	-
Inventories	4,200	-	-	710	4,279	-	-	679
Derivatives	643	-	-	2,718	440	-	-	334
Trade and other receivables	6,541	2,506	1,586	5,472	6,216	2,363	2,294	49,737
Cash and cash equivalents	7,970	588	103	6,152	7,410	3,870	603	18,346
Assets classified as held for sale ...	41	-	-	-	7,404	-	-	-
Other current assets	1,044	236	-	(38)	1,820	750	-	(225)
	20,443	3,330	1,689	15,014	30,481	6,984	2,897	68,871
Total assets	237,397	89,985	51,533	174,912	251,937	78,892	58,271	214,338
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev	68,510	39,316	597	133,686	72,714	23,138	570	126,532
Minority interest	7,054	-	-	-	10,765	-	-	-
	75,564	39,316	597	133,686	83,479	23,138	570	126,532
Non-current liabilities								
Interest-bearing loans and borrowings	110,949	47,992	49,877	18,364	108,281	51,362	55,376	23,523
Employee benefits	2,828	0	-	1,224	3,026	-	-	1,274
Deferred tax liabilities	13,263	(256)	9	6,521	16,899	-	16	10,293
Derivatives	931	0	-	742	485	-	-	479
Other non-current liabilities	3,210	0	-	928	2,782	-	-	439
	131,180	47,736	49,886	27,778	131,473	51,362	55,392	36,007
Current liabilities								
Interest-bearing loans and borrowings	5,974	2,329	249	1,050	11,223	3,671	1,457	31,724
Income tax payable	1,002	-	-	5	836	-	-	48
Derivatives	2,174	-	-	2,666	1,254	-	-	1,140
Trade and other payables	20,939	603	800	5,964	21,452	721	853	5,610
Liabilities associated with assets held for sale	-	-	-	-	1,250	-	-	-
Other current liabilities	563	-	-	3,762	971	-	-	13,277
	30,653	2,932	1,049	13,448	36,986	4,392	2,309	51,799
Total equity and liabilities	237,397	89,985	51,533	174,912	251,937	78,892	58,271	214,338

Condensed Consolidated Cash Flow Statement for the six-month periods ended 30 June 2018 and 2017

	2018				2017			
	Guarantors				Guarantors			
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors
	<i>(million US dollar)</i>							
OPERATING ACTIVITIES								
Profit.....	3,595	926	7	3,331	3,600	2,266	6	3,817
Depreciation, amortisation and impairment.....	2,113	-	-	357	2,109	-	-	378
Net finance cost	3,310	1,703	(10)	(1,569)	3,331	1,483	(9)	(2,480)
Income tax expense.....	1,436	(155)	3	413	994	(437)	3	427
Investment income.....	-	(2,061)	-	(611)	-	(2,793)	-	(291)
Other items	(107)	-	-	(11)	(55)	-	-	(20)
Cash flow from operating activities before changes in working capital and use of provisions	10,347	413	-	1,909	9,979	519	-	1,831
Working capital and provisions	(2,580)	815	-	(615)	(2,640)	1,037	-	(1,205)
Cash generated from operations	7,767	1,228	-	1,294	7,338	1,556	-	626
Interest (paid)/received, net.....	(2,245)	(1,502)	37	107	(2,420)	(1,624)	46	624
Dividends received	38	-	-	-	60	-	-	-
Income tax paid	(2,338)	-	(6)	(461)	(961)	-	(13)	235
CASH FLOW FROM OPERATING ACTIVITIES ..	3,222	(274)	31	940	4,018	(68)	33	1,485
INVESTING ACTIVITIES								
Proceeds from sale of property, plant and equipment and of intangible assets.....	155	-	-	11	144	-	-	2
Sale of subsidiaries, net of cash disposed of.....	(2)	-	-	-	71	-	-	42
Acquisition of other subsidiaries, net of cash acquired	(70)	-	-	(1,236)	(519)	-	-	(383)
Acquisition of property, plant and equipment and of intangible assets.....	(2,127)	-	-	(567)	(1,723)	-	-	(228)
Acquisition and sale of subsidiaries, net of cash acquired/disposed of	(70)	-	-	(1,236)	-	-	-	-
Net of tax proceeds from the sale of assets held for sale	(363)	-	-	31	5,134	-	-	(3,521)
Net proceeds from sale/(acquisition) of investment in short-term securities.....	1,299	-	-	-	2,788	-	-	-
Net proceeds from sale/(acquisition) of other assets	(69)	-	-	(18)	(63)	-	-	11
Net repayments/(payments) of loans granted.....	(73)	2,106	5,800	11,250	282	3,893	(44)	(15,079)
CASH FLOW FROM INVESTING ACTIVITIES...	(1,250)	2,106	5,800	9,472	6,114	3,893	(44)	(19,156)
FINANCING ACTIVITIES								
Intra-group capital reimbursements.....	-	-	-	-	-	-	-	4
Purchase of non-controlling interest.....	(930)	-	-	-	(63)	-	-	-
Proceeds from borrowings	23,767	7,414	-	1,756	10,103	2,226	1,470	10,854
Payments on borrowings	(22,064)	(8,901)	(5,737)	(12,260)	(15,342)	(2,339)	(306)	(8,716)
Cash net finance (cost)/income other than interests	(280)	-	-	109	(298)	1	-	831
Dividends paid	(5,132)	-	-	-	(4,475)	-	-	-
CASH FLOW FROM FINANCING ACTIVITIES ..	(4,640)	(1,487)	(5,737)	(10,395)	(10,075)	(112)	1,164	2,973
Net increase/(decrease) in cash and cash equivalents.....	(2,668)	345	94	17	57	3,713	1,153	(14,698)
Cash and cash equivalents less bank overdrafts at beginning of year	10,355	242	9	2,430	8,395	155	(618)	19,842
Effect of exchange rate fluctuations	210	-	-	(51)	(1,303)	2	68	(73)
Cash and cash equivalents less bank overdrafts at end of year	7,898	588	103	2,396	7,149	3,870	603	5,071

The following table sets out in summary form income statement information relating to the Group. Such information is derived from the Group's unaudited condensed consolidated interim financial statements for the nine-month period ended 30 September 2018 as filed with the Securities and Exchange Commission on Form 6-K on 25 October 2018. The unaudited condensed consolidated interim financial statements for the nine-month period ended 30 September 2018 is prepared in accordance with the International Financial Reporting Standards IAS 34 Interim Financial Reporting as issued by the IASB and as adopted by the European Union. The unaudited condensed consolidated interim financial statements for the nine-month period ended 30 September 2018, together with the accompanying notes except for the section entitled "Outlook" on page 18 of the financial statements, are incorporated by reference in this Base Prospectus. The financial information presented below should be read in conjunction with such financial statements and notes.

Condensed Consolidated Results of Operations for the nine-month periods ended 30 September 2018 and 2017

	2018	2017
	Group	Group
	<i>(million US dollar)</i>	
Revenue	40,369	41,844
Cost of sales	(15,166)	(16,220)
Gross profit	25,203	25,624
Selling, general and administrative expenses	(12,964)	(13,431)
Other operating income	514	547
Exceptional items	(251)	(460)
Profit from operations	12,502	12,280
Net finance cost before exceptional finance results	(4,603)	(4,255)
Exceptional net finance cost	(1,089)	(34)
Share of result of associates and joint ventures	125	213
Income tax expense	(2,085)	(2,487)
Profit from discontinued operations	-	28
Profit for the period	4,850	5,745
Attributable to:		
Equity holders of AB InBev	3,911	4,963
Non-controlling interest	939	782
Profit from operations	12,502	12,280
Depreciation, amortisation and impairment	3,162	3,161
EBITDA, as defined	15,664	15,441

7. DESCRIPTION OF GUARANTORS

This section sets out information about the Guarantors and the nature of their respective businesses.

DESCRIPTION OF GUARANTORS

BRANDBREW S.A.

Brandbrew S.A. ("**Brandbrew**") was incorporated on 15 May 2000 as a public limited liability company (*société anonyme*) under the Luxembourg Companies Act. Its registered office is located at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg (tel.: +352 261 596 23). The articles of association were published in the Memorial C n°636 on 6 September 2000.

The articles of association were amended on 26 September 2000, 15 February 2002, 25 July 2007, 15 June 2010, 28 November 2013, 15 January 2016, 30 March 2016, 9 December 2016 and 28 August 2018. The duration of Brandbrew is unlimited. Brandbrew is registered with the Luxembourg Register of Commerce and Companies under number B 75696.

Business Overview

The business objectives of Brandbrew are to undertake, in Luxembourg and abroad, financing operations by granting loans to companies which are part of the Group. These loans will be refinanced, inter alia but not exclusively, by financial means and instruments such as loans from shareholders, Group companies or bank loans.

Board of Directors

As at the date of this description, the Board of Directors of Brandbrew comprises of the following persons:

<u>Name</u>	<u>Principal activities performed by them outside Brandbrew which are significant with respect to Brandbrew</u>
Lucas Camacho	Group Manager Treasury Operations
Gert Magis	Controller Parent Companies
Yann Callou.....	Group Manager Treasury Control

For the purpose of this description, the address of the Board of Directors is 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg.

No conflicts of interests exist between any duties to Brandbrew of the persons referred to above and their private interests.

Under Luxembourg company law, there is currently no legal corporate governance regime (other than ordinary corporate governance) that Brandbrew must comply with.

Share Capital

The Issuer holds all 2,108,427 shares in Brandbrew.

Brandbrew's issued and authorised share capital at the date of this Base Prospectus was USD 303,739,985 represented by 2,108,427 ordinary shares without a nominal value. Brandbrew has no other classes of shares. The share capital is fully paid-up in cash. Brandbrew has no notes cum warrants, nor convertible notes outstanding.

Coordinated Articles of Incorporation – Corporate Purpose

Article 3 of Brandbrew's articles of association states:

- The purpose of Brandbrew is to undertake, in Luxembourg and abroad, financing transactions by granting loans to companies belonging to the same international group of companies of Brandbrew. These loans would be refinanced, inter alia but not exclusively, by financial means and instruments such as loans granted by shareholders, or companies of the group or bank loans.
- Brandbrew may further carry out any financial transaction to the benefit of companies of its group.
- Brandbrew may further carry out all operations relating directly or indirectly related to the acquisition of shareholdings in any form whatsoever in any company, as well as the administration, the management, the control and the development of these shareholdings. The corporate purpose of Brandbrew is also the holding of trademarks.

- In particular, Brandbrew may use its funds to create, manage, develop and liquidate a portfolio comprised of any security and brands of any origin; participate in the creation, the development and the control of any company, acquire by way of contribution, subscription, underwriting or call option and in any other manner, all securities and brands, sell them, transfer them, exchange them or otherwise, have these securities and brands valued and grant all loans, advances or guarantees to companies in which Brandbrew has an interest.
- In a general fashion, Brandbrew may carry out any financial, commercial or industrial transaction, or any transaction relating to movable or real estate properties, and will take all measures to safeguard its rights and will generally carry out any transaction that is directly or indirectly related to its purpose or likely to foster its development.

Material Contracts

Brandbrew has not entered into any material contracts that are not entered into in the ordinary course of Brandbrew's business, which could result in any Group member being under an obligation or entitlement that is material to Brandbrew's ability to meet its obligations under this Programme.

ANHEUSER-BUSCH COMPANIES, LLC

Business Overview

Anheuser-Busch Companies, LLC ("**Anheuser-Busch Companies**") is a Delaware limited liability company that was organised in 2011 by statutory conversion of Anheuser-Busch Companies, Inc. into a limited liability company. Anheuser-Busch Companies, Inc. was originally incorporated in 1979 as the holding company of Anheuser-Busch, Incorporated (now, Anheuser-Busch, LLC).

The address of Anheuser-Busch Companies' principal place of business is One Busch Place, St. Louis, MO 63118, telephone number +1 314 577 2000. The purpose of Anheuser-Busch Companies, under its certificate of incorporation, is to engage in any lawful act or activity for which corporations may be organised under the General Corporation Law of Delaware. Anheuser-Busch Companies complies with the laws and regulations of the State of Delaware regarding organisational governance.

Following the Issuer's acquisition of Anheuser-Busch Companies in November 2008, Anheuser-Busch Companies is a holding company within the Group for various business operations, including, brewing operations within the United States, a major manufacturer of aluminium cans and one of the largest recyclers of aluminium cans in the United States by weight.

For further information on Anheuser-Busch Companies operations see Section 5 (*Description of the Issuer*).

Board of Managers

As at the date of this Base Prospectus, the Board of Managers of Anheuser-Busch Companies comprises the following persons, who each also hold the offices parenthetically indicated after his or her name: Katherine Barrett (Vice President and General Counsel) and Michel Doukeris (North America Zone President). Any action required or permitted to be taken at any meeting of Anheuser-Busch Companies' Board of Managers, or of any committee thereof, may be taken without a meeting if the number of directors that would be necessary to authorise or take such action at a meeting of Anheuser-Busch Companies' Board of Managers or of such committee, as the case may be, consent thereto in writing.

The business address for all managers is One Busch Place, St. Louis, MO 63118.

No conflicts of interests exist between any duties to Anheuser-Busch Companies of the persons referred to above and their private interests.

Share Capital

Anheuser-Busch Companies is a wholly-owned indirect subsidiary of the Issuer, its ownership is represented by 1,000,000 membership units with a nominal value of USD 0.01 each. Anheuser-Busch Companies has no notes cum warrants, nor convertible notes outstanding.

Material Contracts

Anheuser-Busch Companies has not entered into any material contracts that are not entered into in the ordinary course of Anheuser-Busch Companies' business, which could result in any Group member being under an obligation or entitlement that is material to Anheuser-Busch Companies' ability to meet its obligations under this Programme.

ANHEUSER-BUSCH INBEV FINANCE INC.

Anheuser-Busch InBev Finance Inc. ("ABIFI") was incorporated on 17 December 2012 in the State of Delaware under Section 106 of the Delaware General Corporation Law. Its registered office is located at 1209 Orange Street, Wilmington, Delaware 19801. ABIFI complies with the laws and regulations of the State of Delaware regarding corporate governance.

Business Overview

Principal activities

ABIFI acts as a financing vehicle of the Group.

Principal markets

The Notes guaranteed by ABIFI may be admitted to listing on the Official List and trading on the Market. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market. The debt securities may be sold to investors all over the world but within the scope of any applicable selling restrictions.

Board of Directors

The business and affairs of ABIFI are managed by or under the direction of its Board of Directors. The number of directors that comprise ABIFI's Board of Directors will be determined only by ABIFI's Board of Directors. ABIFI's Board of Directors currently consists of the following three directors, who also hold the offices parenthetically indicated after his name: Scott Gray (President and Treasurer), Suma Prasad (Assistant Secretary), Gabriel Ventura (Assistant Secretary) and Bryan Warner (Assistant Secretary). Any action required or permitted to be taken at any meeting of the Issuer's Board of Directors, or of any committee thereof, may be taken without a meeting if the directors unanimously consent thereto in writing.

No conflicts of interests exist between any duties to ABIFI of the persons referred to above and their private interests.

The business address for all directors is 250 Park Avenue, 2nd floor, New York, NY 10177.

Sole Shareholder

The Issuer indirectly holds 1,000 shares in ABIFI, which represent 100% of the share capital of ABIFI.

Share capital

ABIFI's issued share capital at the date of this Base Prospectus is USD 1,000 represented by 1,000 ordinary shares of common stock par value USD 1.00 per share. ABIFI has no other classes of shares. The share capital is fully paid-up in cash. ABIFI has no notes cum warrants, nor convertible notes outstanding.

Certificate of Incorporation – Object

ABIFI's object is to engage in any lawful act or activity for which corporations may be organised under the Delaware General Corporation Law.

Material Contracts

ABIFI has not entered into any material contracts that are not entered into in the ordinary course of ABIFI's business, which could result in any Group member being under an obligation or entitlement that is material to ABIFI's ability to meet its obligations under this Programme.

ANHEUSER-BUSCH INBEV WORLDWIDE INC.

Anheuser-Busch InBev Worldwide Inc., ("**ABIWW**") was incorporated on 9 July 2008 under the name InBev Worldwide S.à r.l as a private limited liability company (*société à responsabilité limitée*) under the Luxembourg Companies Act. On 19 November 2008, ABIWW was domesticated as a corporation in the State of Delaware in accordance with Section 388 of the Delaware General Corporation Law and, in connection with such domestication, changed its name to Anheuser-Busch InBev Worldwide Inc. Its principal place of business is located at One Busch Place, St. Louis, MO 63118. ABIWW complies with the laws and regulations of the State of Delaware regarding corporate governance.

Business Overview

Principal activities

ABIWW acts as a financing vehicle of the Group and the holding company of Anheuser-Busch Companies.

Principal markets

The Notes guaranteed by ABIWW may be admitted to listing on the Official List and trading on the Market. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market. The debt securities may be sold to investors all over the world but within the scope of any applicable selling restrictions.

Board of Directors

The business and affairs of ABIWW are managed by or under the direction of its Board of Directors. The number of directors that comprise ABIWW's Board of Directors will be determined by ABIWW's Board of Directors. ABIWW's Board of Directors currently consists of the following two directors, who each also hold the offices parenthetically indicated after his or her name: Katherine Barrett (Vice President and General Counsel) and Michel Doukeris (North America Zone President). Any action required or permitted to be taken at any meeting of ABIWW's Board of Directors, or of any committee thereof, may be taken without a meeting if the number of directors that would be necessary to authorise or take such action at a meeting of ABIWW's Board of Directors or of such committee, as the case may be, consent thereto in writing.

No conflicts of interests exist between any duties to ABIWW of the persons referred to above and their private interests.

The business address for all directors is One Busch Place, St. Louis, MO 63118.

Sole Shareholder

Anheuser-Busch InBev USA, LLC, a company formed under the laws of the State of Delaware, having its registered office at 1209 Orange Street, Wilmington, Delaware 19801, holds 2,620 shares in ABIWW, which represent 100% of the share capital of ABIWW.

Share capital

ABIWW's issued share capital at the date of this Base Prospectus is USD 2,620 represented by 2,620 ordinary shares of common stock par value USD 1.00 per share. ABIWW has no other classes of shares. The share capital is fully paid-up in cash. ABIWW has no notes cum warrants, nor convertible notes outstanding.

Certificate of Incorporation – Object

ABIWW's object is to engage in any lawful act or activity for which corporations may be organised under the Delaware General Corporation Law.

Material Contracts

ABIWW has not entered into any material contracts, that are not entered into in the ordinary course of ABIWW's business, which could result in any Group member being under an obligation or entitlement that is material to ABIWW's ability to meet its obligations under this Programme.

BRANDBEV S.À R.L.

Brandbev S.à r.l. ("**Brandbev**") was incorporated on 27 February 2001 as a *société à responsabilité limitée* (private limited liability company) under the Luxembourg Companies Act. Its registered office is located at 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg (tel.: +352 261 596 23). The articles of association were published in the Memorial C n°861 on 9 October 2001.

The articles of association were amended several times and for the last time on 28 August 2018. Brandbev is established for an unlimited period. Brandbev is registered with the Luxembourg Register of Commerce and Companies under number B 80.984.

Business Overview

The business objectives of Brandbev are the holding of participations, in any form whatsoever, in other Luxembourg or foreign companies, the control, the management, as well as the development of these participations, and the holding of trademarks.

Board of Managers

As at the date of this description, the Board of Managers of Brandbev comprises of the following persons:

Name	Principal activities performed by them outside Brandbev which are significant with respect to Brandbev
Lucas Camacho	Group Manager Treasury Operations
Gert Magis	Controller Parent Companies
Yann Callou	Group Manager Treasury Control

For the purpose of this description, the address of the Board of Managers is 15 Breedewues, L-1259 Senningerberg, Grand Duchy of Luxembourg.

No conflicts of interests exist between any duties to Brandbev of the persons referred to above and their private interests.

Under Luxembourg company law, there is currently no legal corporate governance regime (other than ordinary corporate governance) that Brandbev must comply with.

Share Capital

Brandbev's subscribed and fully paid share capital at the date of this Base Prospectus was USD 43,150,760 represented by 1,078,769 ordinary shares having a nominal value of USD 40 each. Brandbev has no other classes of shares. The share capital is fully paid-up in cash. Brandbev has no notes cum warrants, nor convertible notes outstanding.

Brandbev is an indirect subsidiary of the Issuer.

Articles of Association – Corporate Purpose

Article 2 of Brandbev's articles of association states:

- The object of Brandbev is the holding of participations, in any form whatsoever, in other Luxembourg or foreign companies, the control, the management, as well as the development of these participations.
- Brandbev may acquire any securities or rights by way of share participations, subscriptions, negotiations or in any manner, participate in the establishment and control of any companies and enterprises.
- Brandbev may provide loans and financing in any kind or form to entities belonging to the same group of companies as Brandbev. These loans and financing may be refunded through, including but not limited to, shareholder's loans, intercompany loans or banking loans.
- Brandbev may borrow in any kind or form with or without security and raise funds through, including but not limited to, the private issue of bonds, notes, promissory notes and other debt instrument or debt securities, convertible or not.

- Brandbev may generally carry out any financial operation to the benefit of the entities belonging to the same group as Brandbev.
- Brandbev may grant guarantees or security in any kind or form, in favour of third parties to guarantee or secure its obligations or those of companies and undertakings forming part of the group of which the Company is a member.
- The object of Brandbev is also the holding of trademarks, i.e. it may create, manage, enhance and wind up a portfolio of trademarks of any kind. In addition, Brandbev may develop, acquire and transfer trademarks by any way.
- In general fashion, Brandbev may carry on any commercial, industrial or financial operation as well as any transaction on real estate or movable property. In general, it may take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose.

Material Contracts

Brandbev has not entered into any material contracts that are not entered into in the ordinary course of Brandbev's business, which could result in any Group member being under an obligation or entitlement that is material to Brandbev's ability to meet its obligations under this Programme.

COBREW NV

Cobrew NV ("**Cobrew**") was incorporated on 21 May 1986 as a public limited liability company (*naamloze vennootschap*) under Belgian law. The articles of association were published in the Annex of the Belgian State Gazette under number 860617-55/56 on 17 June 1986. Its registered office is located at Brouwerijplein 1, 3000 Leuven, Belgium.

The articles of association were amended on 9 April 1987, on 29 September 1988, on 20 September 1990, on 31 December 1990, on 28 February 1991, on 25 September 1991, on 27 March 1995, on 29 June 1995, 5 November 1997, on 10 August 1998, on 26 October 1998, on 28 February 2000, on 13 September 2000, on 5 December 2000, on 12 January 2001, on 31 May 2001, on 5 February 2002, on 15 December 2004, on 19 May 2006, on 13 June 2006, on 6 May 2010, on 8 December 2010, on 16 December 2011, on 30 September 2013 and on 13 September 2017.

Cobrew is established for an unlimited period. Cobrew is registered with the Register for Legal Entities under number 0428.975.372.

In accordance with its corporate objects, the business activities of Cobrew are publicity, providing and collecting of information, insurance and reinsurance, scientific research, relations with national and international authorities, centralisation of bookkeeping, administration, information technology and general services, centralisation of financial transactions and covering of risks resulting from fluctuations in exchange rates, financial management, invoicing, re-invoicing and factoring, finance lease of movable and immovable property, market studies, management and legal studies, fiscal advice, audits as well as all activities of a preparatory or auxiliary nature for the companies of the group. Within the framework of its objects, Cobrew can acquire, manufacture, hire and let out all movable and immovable goods and, in general, perform all civil, commercial, industrial and financial transactions, including the operation of all intellectual rights and all industrial and commercial properties relating to them.

Board of Directors

As at the date of this Base Prospectus, the Board of Directors of Cobrew comprises the following persons:

Name	Principal function with Cobrew	Principal activities performed by them outside Cobrew which are significant with respect to Cobrew
Vinicius Cardoso	Director	Global Director Control
Ann Randon.....	Director	Global VP Control & Tax
Guillaume Delle Vigne	Director	General Treasury Director
Jan Vandermeersch.....	Director	Global Legal Director Corporate

The business address for all directors is Brouwerijplein 1, 3000 Leuven, Belgium.

No conflicts of interests exist between any duties to Cobrew of the persons referred to above and their private interests.

Under Belgian company law, there is currently no legal corporate governance regime that Cobrew must comply with.

Share capital

Cobrew's issued share capital at the date of this Base Prospectus is €1,376,614,092.75 represented by 5,238,229 ordinary shares of common stock without par value per share. Cobrew has no other classes of shares. The share capital is fully paid-up in cash. Cobrew has no notes cum warrants, nor convertible notes outstanding.

Cobrew is a wholly-owned indirect subsidiary of the Issuer.

Material Contracts

Cobrew has not entered into any material contracts that are not entered into in the ordinary course of Cobrew's business, which could result in any Group member being under an obligation or entitlement that is material to Cobrew's ability to meet its obligations under this Programme.

The accounting year begins on 1 January and ends on 31 December of each year.

In accordance with Article 113 of the Belgian Companies Code, Cobrew is exempt from the requirement to prepare consolidated accounts and a consolidated management report.

The results of Cobrew are consolidated within the financial statements of the Issuer. The consolidated accounts are available to the public and may be obtained from Anheuser-Busch InBev SA/NV, Grand Place 1, Brussels, Belgium.

Guarantees

Information relating to the Issuer and the Group, including its audited consolidated annual financial statements for the financial year ended 31 December 2017, which are incorporated by reference, are set out elsewhere in this Base Prospectus. Therefore, for the purposes of article 23.4 of the EU Regulation No. 809/2004, save as stated in this Base Prospectus, no further information relevant to the subsidiary Guarantors is pertinent to an investor's assessment of the Issuer, the Guarantors or the Notes.

8. DOCUMENTS INCORPORATED BY REFERENCE

This section sets out the information that is deemed to be incorporated by reference into this Base Prospectus. This Base Prospectus should be read together with all information which is deemed to be incorporated by reference.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and which have been approved by the Financial Conduct Authority or filed with it, shall be deemed to be incorporated in, and form part of, this Base Prospectus:

- The audited statement of financial position for the two years ended 31 December 2017 and the audited consolidated statements of income, comprehensive income, changes in equity and cash flows for the three years ended 31 December 2017 (together the "**audited consolidated financial statements**") together with the notes thereto and the audit reports thereon as contained on pages F-6 to F-119 of the annual report on Form 20-F of the Group as filed with the Securities and Exchange Commission on 19 March 2018.

For so long as there are Notes admitted to the Official List and admitted to trading on the London Stock Exchange's Regulated Market, the Issuer will provide financial information in respect of the Guarantors on an annual basis, in the form set out in Note 35 to the audited financial statements for the three years ended 31 December 2017, which have been incorporated by reference in this Base Prospectus, or in such other form as may provide equivalent financial information.

- The Group's unaudited interim report for the six-month period ended 30 June 2018 as filed with the Securities and Exchange Commission on Form 6-K on 26 July 2018.
- The Group's unaudited interim report for the nine-month period ended 30 September 2018 as filed with the Securities and Exchange Commission on Form 6-K on 25 October 2018, except for the section entitled "Outlook" on page 18 of the report, which is not incorporated in and does not form part of this Base Prospectus.
- The section entitled "*Terms and Conditions of the Notes*" on pages 77 to 115 of the Base Prospectus dated 16 January 2009.
- The section entitled "*Terms and Conditions of the Notes*" on pages 80 to 119 of the Base Prospectus dated 24 February 2010.
- The section entitled "*Terms and Conditions of the Notes*" on pages 75 to 112 of the Base Prospectus dated 17 May 2011.
- The section entitled "*Terms and Conditions of the Notes*" on pages 75 to 114 of the Base Prospectus dated 16 May 2012.
- The section entitled "*Terms and Conditions of the Notes*" on pages 49 to 84 of the Base Prospectus dated 22 August 2013.
- The section entitled "*Terms and Conditions of the Notes*" on pages 53 to 81 of the Base Prospectus dated 21 August 2014.
- The section entitled "*Terms and Conditions of the Notes*" on pages 225 to 252 of the Base Prospectus dated 13 January 2016.
- The section entitled "*Terms and Conditions of the Notes*" on pages 215 to 242 of the Base Prospectus dated 6 December 2016.
- The section entitled "*Terms and Conditions of the Notes*" on pages 186 to 213 of the Base Prospectus dated 20 December 2017.

Following the publication of this Base Prospectus, a supplement may be prepared by Anheuser-Busch Companies, LLC ("**Anheuser-Busch Companies**"), Anheuser-Busch InBev Finance Inc. ("**ABIFI**"), Anheuser-Busch InBev Worldwide Inc. ("**ABIWW**"), Brandbev S.à r.l. ("**Brandbev**"), Brandbrew S.A. ("**Brandbrew**") and Cobrew NV ("**Cobrew**") are specified as Guarantors in the applicable final terms document (the "**Final Terms**") (together with the Issuer, the "**Obligors**") and approved by the FCA in accordance with Section 87G of the FSMA. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus.

Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Where only certain sections of a document referred to above are incorporated by reference in the Base Prospectus, the parts of the document which are not incorporated by reference are either not relevant to prospective investors in the Notes or covered elsewhere in this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus will be published on the website of the Regulatory News Service operated by the London Stock Exchange at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>, and may be inspected free of charge at the specified office of the Domiciliary Agent for the time being in Belgium.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

The Obligors will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

9. SUBSCRIPTION AND SALE

This section contains an overview of certain restrictions around who can purchase the Notes in certain jurisdictions.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the "**Programme Agreement**") dated 12 December 2018, agreed with the Obligor a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". The Programme Agreement provides that the obligation of any Dealer to subscribe for Notes under any such agreement is subject to certain conditions. In the Programme Agreement, the Issuer (failing which, the Guarantors) has agreed to reimburse the Dealers for certain of their expenses in connection with any update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Notes comprising any Tranche, any offer or sale of such Notes or a solicitation of an offer to buy such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the applicable Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", or "Not Applicable, Key Information Document prepared" each Dealer has represented and agreed, and each further Dealer appointed under the Programme that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide how to purchase or subscribe the Notes.

If the applicable Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" or "Not Applicable, Key Information Document prepared", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) *Approved prospectus*: if the Final Terms or Drawdown Prospectus in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, **provided that** any such prospectus which is not a Drawdown Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC as amended, including by Directive 2010/73/EU, and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) **No deposit-taking**: in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

- (b) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Belgium

With regard to Notes having a maturity of less than 12 months and which qualify as money market instruments (and which therefore fall outside the scope of the Prospectus Directive), the Base Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall refrain from taking any action that would be characterised as or result in a public offering of these Notes in Belgium in accordance with the Belgian Law on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

Unless the applicable Final Terms in respect of any Notes specifies the "Prohibition of Sales to Belgium Consumers" as "Not Applicable", the Notes are not intended to be sold to Belgian Consumers and may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994, holding their Notes in an exempt securities account that has been opened with a financial institution that is a direct or indirect participant in the X/N Clearing System.

In respect of any Notes of which the applicable Final Terms specify the "Prohibition of Sales to Belgium Consumers" as "Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, such Notes to Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, the Base Prospectus, the relevant Final Terms or any other offering material relating to such Notes to Belgian Consumers.

For these purposes, a "**Belgian Consumer**" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique*), being any natural person resident or located in Belgium and acting for purposes which are outside his/her trade, business or profession.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

Luxembourg

Each Dealer has represented and agreed, and each further Dealer will be required to represent and agree, that Notes with a maturity of less than 12 months that may qualify as securities and money market instruments in accordance with article 4 2. j) of the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (the "**Luxembourg Prospectus Law**") may not be offered or sold to the public within the territory of the Grand-Duchy of Luxembourg unless:

- (a) a simplified prospectus has been duly approved by the Commission de surveillance du secteur financier of Luxembourg (the "**CSSF**") pursuant to part III of the Luxembourg Prospectus Law; or
- (b) the offer benefits from an exemption to or constitutes a transaction not subject to, the requirement to publish a simplified prospectus under part III of the Luxembourg Prospectus Law.

Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it will not underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) (the "**MiFID II Regulations**") including, without limitation, Regulation 5 (Requirement for Authorisation (and certain provisions concerning MTFS and OTFS)) thereof, or any rules or codes of conduct made under the MiFID II Regulations, and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) it will not underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942-2017 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) it will not underwrite the issue of, or place, or do anything in Ireland in respect of, the Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules issued by the Central Bank of Ireland (the "**Central Bank**") under Section 1363 of the Companies Act; and
- (d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of, the Notes otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued by the Central Bank under Section 1370 of the Companies Act.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has (to the best of its knowledge and belief) complied and will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantors or any other Dealer shall have any responsibility therefor.

None of the Issuer, the Guarantors or any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with any additional restrictions agreed between the Issuer and the relevant Dealer.

10. TAXATION

If you are considering applying for Notes, it is important that you understand the taxation consequences of investing in the Notes. It is recommended that you read this section and discuss the taxation consequences with your tax adviser, financial adviser or other professional adviser before deciding whether to invest in the Notes.

TAXATION

The following paragraphs are general summaries only and are not intended to constitute a complete analysis of all potential tax consequences relating to the ownership of Notes. Prospective investors should consult their own tax advisers concerning the consequences of an investment in the Notes in their particular circumstances.

Luxembourg Taxation

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes, payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. This summary is based upon the law as in effect on the date of this Base Prospectus. Prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

*Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. In addition, any reference to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.*

Luxembourg tax residency of the Noteholders

A Noteholder will not become resident, or be deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

Withholding tax

Taxation of Luxembourg non-residents

Under Luxembourg tax law currently in force there is no Luxembourg withholding tax on payments of principal, premium or interest (including accrued but unpaid interest) made to non-resident Noteholders, provided that the interest on the Notes does not depend on the profit of the Issuer. There is also no Luxembourg withholding tax upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes held by non-resident Noteholders.

Taxation of Luxembourg residents

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**") and mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident Noteholders, provided that the interest on the Notes does not depend on the profit of the Issuer.

However, under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law would be subject to a withholding tax of 20%.

Further, Luxembourg resident individuals acting in the course of the management of their private wealth, who are the beneficial owners of interest or similar income made or ascribed by a paying agent established outside Luxembourg in a Member State of the European Union or the European Economic Area may also opt for a final

20% levy, providing full discharge of Luxembourg income tax. In such case, the 20% levy is calculated on the same amounts as the 20% withholding tax for payments made by Luxembourg resident paying agents. The option for the 20% final levy must cover all interest payments made by the paying agents to the Luxembourg resident beneficial owner during the entire civil year. Responsibility for the declaration and the payment of the 20% final levy is assumed by the individual resident beneficial owner of the interest or similar income.

Taxation of the Noteholders

Taxation of Luxembourg non-residents

Noteholders who are non-residents of Luxembourg and who have neither a permanent establishment, a permanent representative nor a fixed base of business in Luxembourg with which the holding of the Notes is connected are not liable for any Luxembourg income tax, whether they receive payments of principal, payments of interest (including accrued but unpaid interest), payments received upon redemption or repurchase of the Notes, or realise capital gains on the sale of any Notes.

A non-resident corporate Noteholder or an individual Noteholder acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes

Taxation of Luxembourg residents

Noteholders who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident individuals

Luxembourg resident individuals, acting in the course of their private wealth, are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes except if (i) the withholding tax of 20% has been levied, or (ii) the individual Noteholder has opted for the 20% levy.

The 20 % levy or the withholding tax of 20% represent the final tax liability on interest received for the Luxembourg resident individuals receiving the interest payment in the course of the management of their private wealth and can be reduced in consideration of foreign withholding tax, based on double tax treaties concluded by Luxembourg. Individual Luxembourg resident Noteholders receiving the interest as business income must include this interest in their taxable basis; if applicable, the 20% levy or the withholding tax of 20% levied will be credited against their final income tax liability.

Luxembourg resident individual Noteholders are not subject to taxation on capital gains upon the disposal of the Notes, unless the disposal of the Notes precedes the acquisition of the Notes or the Notes are disposed of within six months of the date of acquisition of the Notes. However, upon the sale, redemption or exchange of the Notes, accrued but unpaid interest will be subject to the withholding tax of 20% tax or the 20% levy if the Luxembourg resident individuals opt for the 20% levy. Individual Luxembourg resident Noteholders receiving the interest as business income must include the portion of the price corresponding to this interest in their taxable income; if applicable, the withholding tax of 20% or the 20% levy will be credited against their final income tax liability

Luxembourg resident companies

Luxembourg resident companies (*société de capitaux*) and other entities of a collective nature (*organismes à caractère collectif*) which are Noteholders subject to corporate taxes in Luxembourg without the benefit of a special tax regime in Luxembourg or foreign entities of the same type which have a permanent establishment or a permanent representative in Luxembourg with which the holding of the Notes is connected, must include in their taxable income any interest (including accrued but unpaid interest) and the difference between the sale or redemption price (received or accrued) and the lower of the cost or book value of the Notes sold or redeemed.

Luxembourg resident companies benefiting from a special tax regime

Noteholders who are (i) undertakings for collective investment subject to the law of 17 December 2010, as amended, or (ii) specialised investment funds subject to the law of 13 February 2007, as amended, or (iii) reserved alternative investment funds treated as a specialised investment fund for Luxembourg tax purposes and subject to

the law of 23 July 2016 (provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 applies) are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg tax (i.e. corporate income tax, municipal business tax and net wealth tax), other than the annual subscription tax calculated on their net asset value. This annual tax is paid quarterly on the basis of the total net assets as determined at the end of each quarter. Noteholders who are holding companies subject to the law of 11 May 2007, as amended, on family estate management companies are also not subject to income tax and are liable only for the so-called subscription tax at the rate of 0.25%

Net Wealth Tax

A corporate Noteholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg net wealth tax on such Notes, except if the Noteholder is governed by (i) the law of 17 December 2010 on undertakings for collective investment, as amended; (ii) the law of 13 February 2007 on specialised investment funds, as amended; (iii) the law of 22 March 2004 on securitisation, as amended; (iv) the law of 15 June 2004 on investment companies in risk capital, as amended; or (v) the law of 11 May 2007 on family estate management companies, as amended, (vi) the law of 13 July 2005 on professional pension institutions, as amended, or (vii) the law of 23 July 2016 on reserved alternative investment funds.

Notwithstanding the provisions above, (i) securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or (ii) capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or (iii) capital companies governed by the law of 13 July 2005 on professional pension institutions, as amended, or (iv) reserved alternative investment funds governed by the law of 23 July 2016 and which fall under the special tax regime set out under article 48 thereof remain subject to a minimum net wealth tax. In this respect, a flat annual minimum net wealth tax of EUR 4,815 would be due assuming the Luxembourg company's assets, transferable securities and cash deposits represent at least (i) 90% of its total balance sheet and (ii) EUR 350,000 (the "**Asset Test**"). Alternatively, should the Asset Test not be met, a progressive annual minimum net wealth tax ranging from EUR 535 to EUR 32,100 depending on the Luxembourg company's total gross assets would be due.

An individual Noteholder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

Other Taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by Noteholders as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer, repurchase or redemption of the Notes, except if the Notes are either (i) attached as an annex to an act (*annexés à un acte*) that itself is subject to mandatory registration or (ii) deposited in the minutes of a notary (*déposés au rang des minutes d'un notaire*). In such cases, the Notes will be subject to a fixed EUR 12 duty payable by the party registering, or being ordered to register, the Notes. The same registration duties could be due in the case of a registration of the Notes on a voluntary basis.

There is no Luxembourg VAT payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes.

Luxembourg VAT may, however, be payable in respect of fees charged for certain services rendered to a Luxembourg Obligor, if for Luxembourg VAT purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg VAT does not apply with respect to such services.

No Luxembourg inheritance taxes are levied on the transfer of the Notes upon death of a Noteholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes. No Luxembourg gift tax will be levied on the transfer of the Notes by way of gift unless the gift is recorded in a deed registered in Luxembourg.

Belgian Taxation

The following is a general description of the principal Belgian tax consequences for investors receiving interest in respect of, or disposing of, the Notes and is of a general nature based on the Issuer's understanding of current law and practice. This general description is based upon the law as in effect on the date of this Base Prospectus and is subject to change potentially with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Investors should consult their professional

advisers on the possible tax consequences of subscribing for, purchasing, holding or selling the Notes under the laws of their countries of citizenship, residence, ordinary residence or domicile. For the purpose of the following general description, a Belgian resident is: (a) an individual subject to Belgian personal income tax (i.e. an individual who has his domicile in Belgium or has his seat of wealth in Belgium, or a person assimilated to a Belgian resident); (b) a legal entity subject to Belgian corporate income tax (i.e. a company that has its registered office, its main establishment, its administrative seat or its seat of management in Belgium); or (c) a legal entity subject to Belgian legal entities tax (i.e. an entity other than a legal entity subject to corporate income tax having its registered office, its main establishment, its administrative seat or its seat of management in Belgium).

A non-resident is a person who is not a Belgian resident.

Belgian Withholding Tax

All payments by or on behalf of the Issuer of interest on the Notes are in principle subject to the 30% Belgian withholding tax on the gross amount of the interest. Both Belgian domestic tax law and applicable tax treaties may provide for a lower or zero rate subject to certain conditions.

In this regard, "**interest**" means the periodic interest income, any amount paid by the Issuer or on the behalf of the Issuer in excess of the issue price (whether or not on the maturity date) and, in case of a realisation of the Notes between two interest payment dates, the *pro rata* of accrued interest corresponding to the detention period.

However, payments of interest and principal under the Notes by or on behalf of the Issuer may be made without deduction of withholding tax in respect of the Notes if and as long as at the moment of payment or attribution of interest they are held by certain eligible investors (the "**Eligible Investors**", see hereinafter) in an exempt securities account (an "**X Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the Securities Settlement System operated by the NBB (the "**X/N Clearing System**"). Euroclear, Clearstream, Luxembourg, as well as any other ICSD having an investor link with the X/N Clearing System (in which respect please consult the list prepared by the National Bank of Belgium on <https://www.nbb.be/nl/list-nbb-investor-icsds>) are Participants for this purpose.

Holding the Notes through the X/N Clearing System enables Eligible Investors to receive the gross interest income on their Notes and to transfer the Notes on a gross basis.

Participants to the X/N Clearing System must enter the Notes which they hold on behalf of Eligible Investors in an X Account.

Eligible Investors are those entities referred to in article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*Arrêté Royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier / Koninklijk Besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*) which include, *inter alia*:

- (i) Belgian corporations subject to Belgian corporate income tax;
- (ii) institutions, associations or companies specified in article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (i) or (iii) subject to the application of article 262, 1° and 5° of the Belgian Income Tax Code of 1992;
- (iii) state regulated institutions (*organismes para-étatiques/parastatalen instellingen*) for social security, or institutions which are assimilated therewith, provided for in article 105, 2° of the Royal Decree implementing the Belgian Income Tax Code 1992;
- (iv) non-resident investors provided for in article 105, 5° of the same decree;
- (v) investment funds, recognised in the framework of pension savings, provided for in article 115 of the same decree;
- (vi) taxpayers provided for in article 227, 2° of the Belgian Income Tax Code 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to article 233 of the same code;
- (vii) the Belgian State in respect of investments which are exempt from withholding tax in accordance with article 265 of the Belgian Income Tax Code 1992;

- (viii) investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium; and
- (ix) Belgian resident corporations, not provided for under (i), when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under (ii) and (iii) above.

Participants to the X/N Clearing System must keep the Notes which they hold on behalf of the non-Eligible Investors in a non-exempt securities account (an "**N Account**"). In such instance all payments of interest are subject to the 30% withholding tax. This withholding tax is withheld by the NBB and paid to the Belgian Treasury.

Transfers of Notes between an X Account and an N Account give rise to certain adjustment payments on account of withholding tax:

- A transfer from an N Account (to an X Account or N Account) gives rise to the payment by the transferor non-Eligible Investor to the NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- A transfer (from an X Account or N Account) to an N Account gives rise to the refund by the NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- Transfers of Notes between two X Accounts do not give rise to any adjustment on account of withholding tax.

Upon opening of an X Account for the holding of Notes, the Eligible Investor is required to provide the Participant with a statement of its eligible status on a form approved by the Minister of Finance. There is no ongoing declaration requirement to the X/N Clearing System as to the eligible status, save that they need to inform the Participant of any change in the information contained in the statement of their eligible status. However, Participants are requested to make declarations to the NBB as to the eligible status of each investor from whom they held notes in an X Account during the preceding calendar year.

These identification requirements do not apply to Notes held in Euroclear or any other central securities depository (as defined in article 2,1, 1) of Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories that are Participants to the X/N Clearing System, provided that (i) they only hold X Accounts and (ii) that they are able to identify the holders for whom they hold Notes in such account (each a "**NBB Investor ICSD**"). Please consult the list of NBB Investor ICSDs prepared by the National Bank of Belgium on <https://www.nbb.be/nl/list-nbb-investor-icsds>). For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB Investor ICSD as Participants include the commitment that all their clients, holder of an account, are Eligible Investors.

Belgian income tax

Belgian resident individuals

Belgian resident individuals, i.e. natural persons who are subject to the Belgian personal income tax (*Personenbelasting/Impôt des personnes physiques*) and who hold the Notes as a private investment, do not have to declare the interest on the Notes in their personal income tax return, **provided that** Belgian withholding tax has effectively been levied on the interest.

Nevertheless, Belgian resident individuals may choose to declare interest in respect of the Notes in their personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 30% (or at the relevant progressive personal income tax rates taking into account the taxpayer's other declared income, whichever is lower). The Belgian withholding tax levied may be credited against the income tax liability.

If no Belgian withholding tax is withheld, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 30% (or at the relevant

progressive personal income tax rate(s) taking into account the taxpayer's other declared income, whichever is more beneficial).

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one's private estate or unless the capital gains qualify as interest (as defined in Section 10 (*Taxation – Belgian Taxation – Belgian Withholding Tax*)). Capital losses are in principle not tax deductible.

Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Belgian resident companies

Interest attributed or paid to corporations Note holders who are Belgian residents for tax purposes, i.e. who are subject to the Belgian corporate income tax (*Vennootschapsbelasting/Impôt des sociétés*), as well as capital gains realised upon the sale of the Notes are taxable at the ordinary corporate income tax rate of 29.58% (with a reduced rate of 20.40% applying to the first tranche of €100,000 of taxable income of qualifying small companies), to be reduced to 25% (and 20%) as from assessment year 2021 for taxable periods starting at the earliest on 1 January 2020. The withholding tax retained by, or on behalf of, the Issuer will, subject to certain conditions, be creditable against any corporate income tax due and any excess amount will in principle be refundable, all in accordance with the applicable legal provisions.

Capital losses realised upon the sale of the Notes are in principle tax deductible.

Other tax rules apply to investment companies within the meaning of Article 185 bis of the Belgian Income Tax Code 1992.

Belgian legal entities

Belgian legal entities subject to the Belgian legal entities tax (*rechtspersonenbelasting, impôts des personnes morales*) which do not qualify as Eligible Investors are subject to a withholding tax of 30% on interest payments. The withholding tax is neither creditable nor refundable, and therefore constitutes the final tax in respect of such income.

Belgian legal entities which qualify as Eligible Investors (see Section 10 (*Taxation – Belgian Taxation – Belgian Withholding Tax*)) and which consequently have received gross interest income are required to declare and pay the 30% withholding tax to the Belgian tax authorities. These legal entities are advised to consult their own tax advisors in this respect.

Belgian legal entities are not liable to income tax on capital gains realised on the sale of the Notes unless the capital gains qualify as interest (as defined in Section 10 (*Taxation – Belgian Taxation – Belgian Withholding Tax*)). Capital losses are in principle not tax deductible.

Organisations for Financing Pensions

Interest paid or attributed to Organisations for Financing Pensions (*Organismen voor de Financiering van Pensioenen/Organismes de Financement de Pensions*) within the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision (*Wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorzieningen/Loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle*), are in principle exempt from Belgian corporate income tax. Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

Belgian non-residents

Noteholders who are not residents of Belgium for Belgian tax purposes and who are not holding the Notes through their permanent establishment in Belgium, will not become liable for any Belgian tax on income or capital gains by reason only of the acquisition or disposal of the Notes **provided that** they qualify as Eligible Investors and that they hold their Notes in an X Account.

If the Notes are not entered into an X Account by the Eligible Investor, Belgian withholding tax on the interest is in principle applicable at the current rate of 30%, possibly reduced pursuant to a tax treaty, on the gross amount of the interest.

Inheritance duties

No Belgian inheritance duties will be levied in respect of the Notes if the deceased Noteholder was not a Belgian resident at the time of his or her death.

Tax on stock exchange transactions

A stock exchange tax (*Taxe sur les opérations de bourse, Taks op de beursverrichtingen*) will be levied on the purchase and sale of the Notes on the secondary market carried out by a Belgian resident investor through a professional intermediary if (i) executed in Belgium through a professional intermediary, or (ii) deemed to be executed in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private individuals having their usual residence in Belgium, or legal entities for the account of their seat or establishment in Belgium.

The rate applicable for secondary sales and purchases through a professional intermediary is 0.12% with a maximum amount of EUR 1,300 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary. However, if the professional intermediary is established outside of Belgium, the tax will in principle be due by the ordering private individual or legal entity unless that individual or entity can demonstrate that the tax has already been paid. Professional intermediaries established outside of Belgium can, subject to certain conditions and formalities, appoint a Belgian representative for tax purposes, which will liable for the tax on stock exchange transactions in respect of the transactions executed through the professional intermediary.

The acquisition of Notes upon their issuance (primary market) is not subject to the tax on stock exchange transactions.

A tax on repurchase transactions (*Taks op de reportverrichtingen, taxe sur les reports*) at the rate of 0.085% will be due from each party to any such transaction entered into or settled carried out by a Belgian resident investor in which a stockbroker acts for either party (with a maximum amount of EUR 1,300 per transaction and per party).

However, neither of the taxes referred to above will be payable by exempt persons acting for their own account, including investors who are Belgian non-residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors, as defined in Article 126/1, 2° of the Code of various duties and taxes (*Code des droits et taxes divers, Wetboek diverse rechten en taksen*) for the tax on stock exchange transactions and Article 139, second paragraph, of the same code for the tax on repurchase transactions.

As stated below, the European Commission has published a proposal for a Directive for a common financial transactions tax (the "FTT"). The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions and the tax on repurchase transactions should thus be abolished once the FTT enters into force. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

Annual tax on securities accounts

Pursuant to the law of 7 February 2018 introducing a tax on securities accounts, a tax of 0.15% will be levied on Belgian resident and non-resident individuals on their share in the average value of the qualifying financial instruments (including but not limited to shares, bonds, notes and units of undertakings for collective investment) held on one or more securities accounts during a reference period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year ("**Tax on Securities Accounts**").

No Tax on Securities Accounts will be due provided the holder's share in the average value of the qualifying financial instruments on those accounts amounts to less than EUR 500,000. If, however, the holder's share in the average value of the qualifying financial instruments on those accounts amounts to EUR 500,000 or more, the Tax on Securities Accounts will be due on the entire share of the holder in the average value of the qualifying financial

instruments on those accounts (and, hence, not only on the part which is at least equal to the EUR 500,000 threshold).

Qualifying financial instruments held by non-resident individuals only fall within the scope of the Tax on Securities Accounts provided they are held on securities accounts with a financial intermediary established or located in Belgium. Note that pursuant to certain double tax treaties, Belgium has no right to tax capital. Hence, to the extent the Tax on Securities Accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed.

A financial intermediary is defined as (i) a credit institution or a stockbroking firm as defined by Article 1, §2 and §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and investment companies and (ii) the investment companies as defined by Article 3, §1 of the Law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The Tax on Securities Accounts is in principle due by the financial intermediary established or located in Belgium if (i) the holder's share in the average value of the qualifying financial instruments held on one or more securities accounts with said intermediary amounts to EUR 500,000 or more or (ii) the holder instructed the financial intermediary to levy the Tax on Securities Accounts due (e.g. in case such holder holds qualifying financial instruments on several securities accounts held with multiple intermediaries of which the average value does not amount to EUR 500,000 or more, but of which the holder's share in the total average value of these accounts amounts to at least EUR 500,000 EUR). Otherwise, the Tax on Securities Accounts would have to be declared and would be due by the holder itself unless the holder provides evidence that the Tax on Securities Accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, intermediaries located or established outside of Belgium could appoint a Tax on Securities Accounts representative in Belgium, subject to certain conditions and formalities ("**Tax on Securities Accounts Representative**"). Such a Tax on the Securities Accounts Representative will then be liable towards the Belgian Treasury for the Tax on Securities Accounts due and for complying with certain reporting obligations in that respect.

Belgian resident individuals will have to report in their annual income tax return various securities accounts held with one or more financial intermediaries of which they are considered as a holder within the meaning of the Tax on Securities Accounts. Non-resident individuals have to report in their annual Belgian non-resident income tax return various securities accounts held with one or more financial intermediaries established or located in Belgium of which they are considered as a holder within the meaning of the Tax on Securities Accounts.

Prospective investors are urged to consult their own tax advisors as to the tax consequences of the application of this new tax on their investment in Notes.

United States Taxation

The following discussion is a general summary of the United States federal income tax withholding consequences of the ownership of the Notes. This summary is based on the Internal Revenue Code of 1986, Treasury regulations promulgated thereunder, rulings, judicial decisions and administrative pronouncements, all as in effect on the date hereof, and all of which are subject to change or changes in interpretation, possibly with retroactive effect. This summary does not address any aspects of United States federal income taxation, other than United States federal income tax withholding consequences, that may apply to holders. Holders should consult their tax advisers regarding the specific United States federal, state and local tax consequences of purchasing, owning and disposing of Notes in light of their particular circumstances as well as any consequences arising under the laws of any other relevant taxing jurisdiction.

If any U.S. subsidiary of the Issuer is appointed as an Issuer, then the applicable base prospectus will discuss the United States federal income tax consequences of owning Notes issued by that United States entity.

Withholding Tax

If Anheuser-Busch Companies, ABIFI or ABIWW is required to make payment as a Guarantor on the Notes, there generally should be no United States withholding tax in respect of such payment because no current Issuer of the Notes is treated as a United States person for United States withholding tax purposes.

The Proposed Financial Transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a "**participating Member State**"). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the 14 February 2013 proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "**established**" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

Irish Taxation

The following is a summary based on the laws and practices currently in force in Ireland of Irish withholding tax on interest and addresses the tax position of investors who are the absolute beneficial owners of the Notes. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under the laws of their country of residence, citizenship or domicile.

Withholding Tax

Tax at the standard rate of income tax (currently 20%) is required to be withheld from payments of Irish source interest. The Issuer will not be obliged to withhold Irish income tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest paid on the Notes may be treated as having an Irish source if:

- (a) the Issuer is resident in Ireland for tax purposes;
- (b) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund the payments on the Notes; or
- (c) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or (if the Notes are in bearer form) the Notes are physically held in Ireland.

It is anticipated that, (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer does not and will not have a branch or permanent establishment in Ireland; and (iii) bearer Notes will not be physically located in Ireland and the Issuer will not maintain a register of any registered Notes in Ireland.

Encashment Tax

Irish tax will be required to be withheld at the standard rate of income tax (currently 20%) on any interest, dividends or annual payments payable out of or in respect of the stocks, funds, shares or securities of a company not resident in Ireland, where such interest, dividends or annual payments are collected or realised by a bank or encashment agent in Ireland.

Encashment tax will not apply where the holder of the Notes is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

11. IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF NOTES

The following section contains important information regarding the basis on which this Base Prospectus may be used for the purpose of making public offers of Notes.

IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF NOTES

If, in the context of a Public Offer (as defined below), you are offered Notes by any entity, you should check that such entity is authorised to use this Base Prospectus for the purposes of making such offer before agreeing to purchase any Notes. To be authorised to use this Base Prospectus in connection with a Public Offer (referred to below as an "**Authorised Offeror**"), an entity must either be:

- the Dealers specified in the applicable Final Terms and/or any financial intermediary named as an "Initial Authorised Offeror" in the applicable Final Terms; or
- any financial intermediary named on the Issuer's website (<http://www.ab-inbev.com>) as an Authorised Offeror in respect of the relevant Public Offer (if that financial intermediary has been appointed after the applicable Final Terms were published); or
- if Part B of the applicable Final Terms specifies "General Consent" as "Applicable", any financial intermediary authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) who has published the Acceptance Statement (as defined below) on its website during the Offer Period (as defined below).

Valid offers of Notes may only be made by an Authorised Offeror in the context of a Public Offer if the offer is made in the Public Offer Jurisdictions (as defined below) specified in the relevant Final Terms and within the time period referred to in the Final Terms as the "**Offer Period**". Other than as set out above, none of the Issuer, the Guarantors or any Dealer has authorised the making of any Public Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Please see below for certain important legal information relating to Public Offers.

Public Offers of Notes in the European Economic Area

Certain Tranches of Notes with a denomination of less than EUR100,000 (or its equivalent in any other currency) may, subject as provided below, be offered in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**") in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to in this Base Prospectus as a "**Public Offer**".

This Base Prospectus, has been prepared on a basis that permits Public Offers of Notes in Austria, Belgium, Germany, Ireland, Luxembourg, the Netherlands and the United Kingdom (each a "**Public Offer Jurisdiction**"). Any person making or intending to make a Public Offer of Notes in a Public Offer Jurisdiction on the basis of this Base Prospectus must do so only with the consent of the Issuer and the Guarantors – see Section 11 (*Important Information Relating to Public Offers of Notes – Consent*) below.

If, after the date of this Base Prospectus, the Issuer and the Guarantors intend to add one or more Relevant Member States to the list of Public Offer Jurisdictions for any purpose, they will prepare a supplement to this Base Prospectus specifying such Relevant Member State(s) and any relevant additional information required by the Prospectus Directive. Such supplement will also set out provisions relating to the consent of the Issuer and the Guarantors to the use of this Base Prospectus in connection with any Public Offer in any such additional Public Offer Jurisdiction.

Consent

In the context of any Public Offer of Notes in a Public Offer Jurisdiction, the Issuer and Guarantors accept responsibility in that Public Offer Jurisdiction, for the content of this Base Prospectus in relation to any person (an "**Investor**") who purchases any Notes in that Public Offer Jurisdiction made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period (as defined below).

Except in the circumstances described below, neither the Issuer nor any Guarantor has authorised the making of any offer by any offeror and neither the Issuer nor any Guarantor has consented to the use of this Base Prospectus by any other person in connection with any offer of the Notes in any jurisdiction. Any offer made without the consent of the Issuer or the relevant Guarantor(s) is unauthorised and neither the Issuer nor any Guarantor, nor, for the avoidance of doubt, any of the Dealers accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Public Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Public Offer and, if so, who that person is.

If an Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, the Investor should take legal advice.

Consent to the use of this Base Prospectus

Common Conditions to Consent

The conditions to the consent of the Issuer and the relevant Guarantor(s) are (in addition to the conditions described in either sub-paragraph (a) (*Specific Consent*) or sub-paragraph (b) (*General Consent*) under "*Consent to the use of this Base Prospectus*" below) that such consent:

- i is only valid in respect of the relevant Tranche of Notes;
- ii is only valid during the Offer Period specified in the applicable Final Terms; and
- iii only extends to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Notes in such of the Public Offer Jurisdictions as are specified in the applicable Final Terms.

The consent referred to above relates to Public Offers occurring within twelve months from the date of this Base Prospectus.

Specific Consent and General Consent

Subject to the conditions set out above under "*Common Conditions to Consent*", each of the Issuer and the Guarantor(s) consents to the use of this Base Prospectus in connection with a Public Offer of Notes in any Public Offer Jurisdiction by:

- (a) **Specific Consent:**
 - (i) the Dealers specified in the applicable Final Terms;
 - (ii) any financial intermediaries specified in the applicable Final Terms as being an Initial Authorised Offeror; and
 - (iii) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the website of the Issuer and identified as an Authorised Offeror in respect of the relevant Public Offer; and

- (b) **General Consent:**

if "General Consent" is specified in the relevant Final Terms as "Applicable", any other financial intermediary which:

- (i) is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction ("**MiFID II**"); and
- (ii) accepts such offer by publishing on its website the following statement (with the information in square brackets duly completed with the relevant information) (the "**Acceptance Statement**"):

*"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "**Notes**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by Anheuser-Busch InBev SA/NV (the "**Issuer**") and [Anheuser-Busch Companies, LLC ("**Anheuser-Busch Companies**"), Anheuser-Busch InBev Finance Inc. ("**ABIFI**"), Anheuser-Busch InBev Worldwide Inc. ("**ABIWW**"), Brandbev S.à r.l. ("**Brandbev**"), Brandbrew S.A. ("**Brandbrew**") and Cobrew NV ("**Cobrew**")] (the "**Guarantors**").*

*In consideration of the Issuer and the Guarantors offering to grant their consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [insert name(s) of relevant Public Offer Jurisdiction(s)] during the Offer Period in accordance with the **Authorised Offeror Terms** (as specified in the Base Prospectus), we accept the offer by the Issuer and Guarantors. We confirm that we are authorised under MiFID II to make, and are using the Base Prospectus in connection with, the Public Offer accordingly.*

Terms used herein and otherwise not defined shall have the same meaning as given to such terms in the Base Prospectus."

Any financial intermediary falling within this sub-paragraph (b) who wishes to use this Base Prospectus in connection with a Public Offer is required, for the duration of the relevant Offer Period specified in the applicable Final Terms, to publish a duly completed Acceptance Statement on its website.

Authorised Offerors

The financial intermediaries referred to in sub-paragraphs (a)(ii) and (iii) and sub-paragraph (b), above, are together referred to herein as the "Authorised Offerors".

Arrangements between an Investor and the Authorised Offeror who will distribute the Notes

Neither the Issuer nor the Guarantors (nor, for the avoidance of doubt, any of the Dealers) has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

Prohibition of sales to EEA retail investors - If the Final Terms in respect of any Notes includes a legend entitled "*Prohibition of Sales to EEA Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**").

Unless otherwise stated in the Final Terms, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS AS TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. NEITHER THE ISSUER NOR THE GUARANTORS WILL BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE RELEVANT AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER, THE GUARANTORS OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

IN THE EVENT OF AN OFFER BEING MADE BY A FINANCIAL INTERMEDIARY, SUCH FINANCIAL INTERMEDIARY WILL PROVIDE INFORMATION TO INVESTORS ON THE TERMS AND CONDITIONS OF THE OFFER AT THE TIME THE OFFER IS MADE.

Public Offers: Issue Price and Offer Price

Notes to be offered pursuant to a Public Offer will be issued by the Issuer at the Issue Price specified in the applicable Final Terms. The Issue Price will be determined by the Issuer and the relevant Guarantor(s) in consultation with the relevant Dealer(s) at the time of the relevant Public Offer and will depend, amongst other things, on the interest rate applicable to the Notes and prevailing market conditions at that time. The offer price of such Notes will be the Issue Price or such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Notes to such Investor. Neither the Issuer nor any Guarantor will be party to

arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Notes to such Investor.

12. GENERAL CONSENT – THE AUTHORISED OFFER TERMS

GENERAL CONSENT – THE AUTHORISED OFFER TERMS

These terms (the "**Authorised Offeror Terms**") will be relevant in the case of any Tranche of Notes, if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable". They are the Authorised Offeror Terms which will be referred to in the "**Acceptance Statement**" to be published on the website of any financial intermediary which (a) is authorised to make such offers under MiFID II and (b) accepts such offer by publishing an Acceptance Statement on its website.

1. General

The relevant financial intermediary:

- (a) *Applicable Rules*: acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor;
- (b) *Subscription and sale*: complies with the restrictions set out under Section 9 (*Subscription and Sale*) in this Base Prospectus which would apply as if it were a relevant Dealer and with any further relevant requirements and takes into consideration the manufacturer['s/s'] target market assessment in respect of the Notes specified in the applicable Final Terms (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels;
- (c) *Fees, commissions and benefits*: ensures that any fee, commission, benefits of any kind, rebate received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and is fully and clearly disclosed to Investors or potential Investors;
- (d) *Licences, consents, approvals and permissions*: holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;
- (e) *Violation of Rules*: it will immediately inform the Issuer, the Guarantor(s) and any relevant Dealer if at any relevant time it becomes aware or suspects that it is or may be in violation of any Rules;
- (f) *Anti-money laundering, bribery and corruption*: complies with, and takes appropriate steps in relation to, applicable anti-money laundering, anti-bribery, prevention of corruption and "know your client" Rules, and does not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the purchase monies;
- (g) *Record-keeping*: retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Issuer, the Guarantor(s) and the relevant Dealer or directly to the appropriate authorities with jurisdiction over the Issuer, the Guarantor(s) and/or the relevant Dealer in order to enable the Issuer, the Guarantor(s) and/or the relevant Dealer to comply with anti-money laundering, anti-bribery and "know your client" Rules applying to the Issuer, the Guarantor(s) and/or the relevant Dealer;
- (h) *Breach of Rules*: does not, directly or indirectly, cause the Issuer, the Guarantor(s) or the relevant Dealer to breach any Rule or subject the Issuer, the Guarantor(s) or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (i) *Publicity names*: does not use the legal or publicity names of the Issuer, the Guarantor(s) or the relevant Dealer(s) or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest or in any statements (oral or written), marketing material or documentation in relation to the Notes;
- (j) *Offer Materials*: it will make available to each potential Investor in the Notes this Base Prospectus, the applicable Final Terms and any other information materials provided by or on behalf of the Issuer and/or the Guarantor(s) for such purpose, and will not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus as supplemented by the applicable Final Terms;
- (k) *Information*: does not give any information other than that contained in this Base Prospectus (as may be amended or supplemented by the Issuer from time to time) or make any representation in connection with the offering or sale of, or the solicitation of interest in, the Notes;

- (l) *Communications*: agrees that any communication in which it attaches or otherwise includes any announcement published by the Issuer via its website (<http://www.ab-inbev.com>) at the end of the Offer Period will be consistent with the Base Prospectus, and (in any case) must be fair, clear and not misleading and in compliance with the Rules and must state that such Authorised Offeror has provided it independently from the Issuer and must expressly confirm that the Issuer has not accepted any responsibility for the content of any such communication; and
- (m) *Any other conditions*: agrees to any other conditions set out in paragraph 8(vi) of Part B of the relevant Final Terms.

2. **United Kingdom**

In addition to the provisions set out under Clause 1 (*General*) above, if and to the extent that the relevant financial intermediary makes any Public Offer in the United Kingdom, the relevant financial intermediary represents, warrants and undertakes to and for the benefit of the Issuer, the Guarantors and the Dealer(s) that:

- (a) it will ensure that no holder of Notes or potential Investor in Notes will become an indirect or direct client of the Issuer, the Guarantor(s) or the relevant Dealer(s) for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (b) it will co-operate with the Issuer, the Guarantor(s) and the relevant Dealer(s) in providing such information (including, without limitation, documents and records maintained pursuant to paragraph 1(g) above) upon written request from the Issuer, the Guarantor(s) or the relevant Dealer(s) as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer, the Guarantor(s) or the relevant Dealer(s):
 - (i) in connection with any request or investigation by any regulator in relation to the Notes, the Issuer, the Guarantor(s) or the Dealers; and/or
 - (ii) in connection with any complaints received by the Issuer, the Guarantor(s) and/or any Dealer relating to the Issuer, the Guarantor(s) and/or the Dealers or another Authorised Offeror including, without limitation, complaints as defined in rules published by the FCA and/or any other regulator of competent jurisdiction from time to time; and/or
 - (iii) which the Issuer, the Guarantor(s) or any Dealer may reasonably require from time to time in relation to the Notes and/or as to allow the Issuer, the Guarantor(s) or the relevant Dealer(s) fully to comply within its own legal, tax and regulatory requirements, in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;
- (c) it will either (i) obtain from each potential Investor an executed application for the Notes; or (ii) keep a record of all requests it: (A) makes for its discretionary management clients; (B) receives from its advisory clients; and (C) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules; and
- (d) if it conveys or publishes any communication (other than this Base Prospectus, the applicable Final Terms and any other information materials provided by or on behalf of the Issuer and/or the Guarantor(s) for the purposes of the relevant Public Offer) in connection with the relevant Public Offer, it will ensure that such communication: (i) is fair, clear and not misleading and complies with the Rules; and (ii) states that such financial intermediary has provided such communication independently of the Issuer and the Guarantor(s), that such financial intermediary is solely responsible for such communication and that none of the Issuer, the Guarantor(s) and the relevant Dealer(s) accepts any responsibility for such communication.

3. **Indemnity**

The relevant financial intermediary agrees that if the Issuer or any Guarantor or a relevant Dealer (in each case on behalf of such entity and its respective officers, employees, agents, affiliates and controlling persons) incurs any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses and any value added tax thereon) (a "**Loss**") arising out of, in connection with or based on

any inaccuracy of any of the foregoing representations and warranties or any breach of any of the foregoing undertakings then the relevant financial intermediary shall pay to the Issuer or the relevant Guarantor(s) or the relevant Dealer (as the case may be) on demand an amount equal to such Loss.

4. **Governing Law and Jurisdiction**

The relevant financial intermediary agrees that:

- (a) the contract between the Issuer, the Guarantor(s) and the financial intermediary formed upon acceptance by the financial intermediary of the offer of the Issuer and the Guarantor(s) to use this Base Prospectus with their consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
- (b) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly the relevant financial intermediary submits to the exclusive jurisdiction of the English courts;
- (c) each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit but, subject to this, a person who is not a party to the Authorised Offeror Contract has no right to enforce any term of the Authorised Offeror Contract; and
- (d) the parties to the Authorised Offeror Contract do not require the consent of any person not a party to the Authorised Offeror Contract to rescind or vary the Authorised Offeror Contract at any time.

13. USE OF PROCEEDS

The following section describes the manner in which the Issuer intends to use the proceeds from issues of Notes under the Programme.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used to repay short-term and/or long-term debt of the Group and to fund the general corporate purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

14. FORM OF FINAL TERMS

This section contains the form of Final Terms that the Issuer will complete when offering any Notes under the Programme.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantors and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer and the Guarantors have included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Guarantors and the relevant Notes or (2) by a registration document containing the necessary information relating to the Issuer and the Guarantors, a securities note containing the necessary information relating to the relevant Notes and, if necessary, a summary note.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended "MiFID II"); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive (as defined below). No key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]¹

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, ("MiFID II"))/[MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance/Retail investors target market - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")/[MiFID II]; [and] (ii) all channels for distribution of the Notes [to eligible counterparties and professional clients] are appropriate [and (iii) the following channels for distribution of the Notes to retail clients are appropriate[, including;/] investment advice[, / and] portfolio management[, / and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]] [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

Final Terms dated [•]

ANHEUSER-BUSCH INBEV SA/NV

Legal Entity Identifier (LEI): 5493008H3828EMEXB082

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

Guaranteed by

**[ANHEUSER-BUSCH COMPANIES, LLC /
ANHEUSER-BUSCH INBEV FINANCE INC. /
ANHEUSER-BUSCH INBEV WORLDWIDE INC. /
BRANDBEV S.À R.L. /
BRANDBREW S.A. /
COBREW NV]**

**under the €40,000,000,000
Euro Medium Term Note Programme**

¹ Include where Part B item 8(viii) of the Final Terms specifies "Applicable".

Any person making or intending to make an offer of the Notes may only do so:

- (i) in those Public Offer Jurisdictions mentioned in Paragraph 8(vi) of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Base Prospectus) and that such offer is made during the Offer Period specified for such purpose therein and that any conditions relevant to the use of the Base Prospectus are complied with; or
- (ii) otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Guarantor nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

Neither the Issuer nor any Guarantor nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

PART A CONTRACTUAL TERMS

OPTION 1 (NORMAL ISSUANCE UNDER THE PROGRAMME ON THE BASIS OF THE TERMS AND CONDITIONS SET OUT IN THE BASE PROSPECTUS)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 12 December 2018 which[, as supplemented by the supplement to the Base Prospectus dated [date] (the "**Supplement[s]**"),] [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer, the Guarantors and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. However, a summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus [is/and the Supplement are] available for viewing on the website of the [Regulatory News Service operated by the London Stock Exchange (at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html)]/[the Irish Stock Exchange trading as Euronext Dublin] and copies may be obtained during normal business hours at the specified offices of the Domiciliary Agent for the time being in Belgium.]

OPTION 2 (ISSUANCE ON THE BASIS OF TERMS AND CONDITIONS FROM EARLIER PROGRAMME DOCUMENTS INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") contained in the agency agreement dated [original date] and made between [] and set forth in the Base Prospectus dated [original date] and incorporated by reference into the Base Prospectus dated 12 December 2018. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 12 December 2018 [and the supplement to the Base Prospectus dated [date]] (the "**Supplement**"), which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), save in respect of the Conditions which are set forth in the base prospectus dated [original date] and are incorporated by reference in the Base Prospectus.

END OF OPTIONS

Full information on the Issuer, the Guarantors and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [(as so supplemented)]. However, a summary of the issue of the Notes is annexed to these Final Terms. Copies of the Base Prospectus [and the Supplement] are available for viewing on the website of [the Regulatory News Service operated by the London Stock Exchange (at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>)]/[the Irish Stock Exchange trading as Euronext Dublin], the website of the Issuer and copies may be obtained during normal business hours at the specified offices of the Domiciliary Agent for the time being in Belgium.

- | | | | |
|----|------|--|---|
| 1. | (a) | Issuer: | Anheuser-Busch InBev SA/NV |
| | (b) | Guarantors: | [Anheuser-Busch Companies, LLC /
Anheuser-Busch InBev Finance Inc. /
Anheuser-Busch InBev Worldwide Inc. /
Brandbev S.à r.l. /
Brandbrew S.A. /
Cobrew NV] |
| 2. | [(a) | Series Number:] | [•] |
| | [(b) | Tranche Number:] | [•] |
| | [(c) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated, form a single Series with [•] on [•]/[the Issue Date]/[Not Applicable]] |
| 3. | | Specified Currency or Currencies: | [•] |

4. Aggregate Principal Amount:
 - (a) Series: [•]
 - (b) Tranche: [•]
5. Issue Price: [•] % of the Aggregate Principal Amount [plus accrued interest from (and including) [•] to (but excluding) [•]]
6.
 - (a) Specified Denominations: [•]
 - (b) Calculation Amount: [•]
7.
 - (a) Issue Date: [•]
 - (b) Interest Commencement Date: [[•]/Issue Date/Not Applicable]
8. Maturity Date: [[•]/Interest Payment Date falling in or nearest to [•]]
9. Interest Basis: [[•] % Fixed Rate]
[[•] month [LIBOR/EURIBOR] +/- [•] % Floating Rate]
[Zero Coupon]
(further particulars specified below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption the Notes will be redeemed on the Maturity Date at [100]/[•] % of their principal amount
11. Change of Interest Basis: [[•]/Not Applicable]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. Date of [Board] approval for issuance of Notes [and Guarantee(s)] obtained: [•] [and [•], respectively]
14. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
 - (a) Rate(s) of Interest: [•] % per annum payable in arrear on each Interest Payment Date
 - (b) Interest Payment Date(s): [•] [and [•]] in each year, commencing on [•], up to and including the Maturity Date
 - (c) Day Count Fraction: [30/360][Actual/Actual (ICMA)][Actual/365 (Fixed)]
 - (d) Determination Date(s): [[•] in each year][Not Applicable]
 - (e) Ratings Step-up/Step-down: [Applicable/Not Applicable]
[Step-up/Step-down Margin: [•] % per annum]

15. **Floating Rate Note Provisions:** [Applicable/Not Applicable]
- (a) Specified Period: [•]
 - (b) Specified Interest Payment Dates: [[•] in each year]
 - (c) [First Interest Payment Date]: [•]
 - (e) Additional Business Centre(s): [[•]/Not Applicable]
 - (f) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
 - (g) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Domiciliary Agent): [[•]/Not Applicable]
 - (h) Screen Rate Determination:
 - Reference Rate: [•] month [LIBOR/EURIBOR]
 - Interest Determination Date(s): [•]
 - Relevant Screen Page: [•]
 - (i) ISDA Determination:
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
 - (j) Margin(s): [+/-][•] % per annum
 - (k) Minimum Rate of Interest: [[•] % per annum/Not Applicable]
 - (l) Maximum Rate of Interest: [[•] % per annum/Not Applicable]
 - (m) Day Count Fraction:
 - [Actual/Actual (ISDA)]
 - [Actual/365 (Fixed)]
 - [Actual/365 (Sterling)]
 - [Actual/360]
 - [30/360]
 - [30E/360]
 - [30E/360 (ISDA)]
 - (n) Ratings Step-up/Step-down: [Applicable/Not Applicable]
 - [Step-up/Step-down Margin: [•] % per annum]
16. **Zero Coupon Note Provisions:** [Applicable/Not Applicable]
- (a) Accrual Yield: [•] % per annum
 - (b) Reference Price: [•]
 - (c) Any other formula/basis of determining amount payable: [•]

17. **Issuer Call:** [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [•]
- (b) Optional Redemption Amount of each Note: [In respect of the Optional Redemption Date(s) falling on [or after] [•] [but prior to [•]] [Reference Bond Basis/[•] per Calculation Amount] [and in respect of the Optional Redemption Date(s) falling on [or after] [•] [but prior to [•]] [Reference Bond Basis/[•] per Calculation Amount]]/[Reference Bond Basis/[•] per Calculation Amount]]
- (i) Optional Redemption Margin: [[•] basis points/Not Applicable]
- (ii) Reference Bond: [CA Selected Bond/Not Applicable]
- (iii) Quotation Time: [5.00 p.m. [Brussels/London/[•] time]/Not Applicable]
- (iv) Reference Rate Determination Day: [The [•] Business Day preceding the relevant Optional Redemption Date/Not Applicable]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [[•]/Not Applicable]
- (ii) Maximum Redemption Amount: [[•]/Not Applicable]
18. **Investor Put:** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount: [•] per Calculation Amount]
19. **Final Redemption Amount:** [•] per Calculation Amount
20. Early Redemption Amount payable on redemption for taxation reasons or on event of default: [Not Applicable/[•] per Calculation Amount]
21. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/[•]]

[THIRD PARTY INFORMATION]

● has been extracted from ● . The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by ● , no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the **Issuer:**

By:

Duly authorised

Signed on behalf of **Anheuser-Busch Companies, LLC:**

By:

Duly authorised

Signed on behalf of **Anheuser-Busch InBev Finance Inc.:**

By:

Duly authorized

Signed on behalf of **Anheuser-Busch InBev Worldwide Inc.:**

By:

Duly authorised

Signed on behalf of **Brandbev S.à r.l.** (a *société à responsabilité limitée*, incorporated and existing under the laws of Luxembourg, with its registered office at Zone Industrielle Breedewues No. 15, L-1259 Senningerberg, Grand Duchy of Luxembourg and registered with the Luxembourg register of commerce and companies under the number B 80.984):

By:

Name:

Title: authorised signatory

Signed on behalf of **Brandbrew S.A.** (a *société anonyme*, incorporated and existing under the laws of Luxembourg, with its registered office at Zone Industrielle Breedewues No. 15, L-1259 Senningerberg, Grand Duchy of Luxembourg and registered with the Luxembourg register of commerce and companies under the number B 75.696):

By:

Name:

Title: authorised signatory

Signed on behalf of **Cobrew NV:**

By:

Duly authorised:

Signed on behalf of the **Issuer:**

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the London Stock Exchange's Regulated Market and to listing on the Official List of the FCA]/[the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin] with effect from [•].]
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's Regulated Market and to listing on the Official List of the FCA]/[the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin] with effect from [•].]
- (ii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]].

[S&P: [•]]
[Moody's: [•]]
[Fitch: [•]]
[Not Applicable]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to [•] (the "[Managers/Dealers]"), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantors and their affiliates in the ordinary course of business.]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS, TOTAL EXPENSES AND USE OF PROCEEDS

- [(i)] Reasons for the offer: [•]
- [(ii)] Estimated net proceeds: [•]
- [(iii)] Estimated total expenses: [•]
- [(iv)] Use of Proceeds: [As set out in the Base Prospectus/[•]]

5. YIELD (*Fixed Rate Notes only*)

- Indication of yield: [•]
- [The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. HISTORIC INTEREST RATES

(Floating rate Notes only)

Details of historic [LIBOR/EURIBOR] can be obtained from [Reuters].

7. **OPERATIONAL INFORMATION**

- | | | |
|--------|--|------------------------------------|
| (i) | ISIN Code: | [•] |
| (ii) | Common Code: | [•] |
| (iii) | CFI: | [•] |
| (iv) | FISN: | [•] |
| (v) | Any clearing system(s) other than the X/N Clearing System and the relevant identification number(s): | [Not Applicable/[•]] |
| (vi) | Delivery: | Delivery [against/free of] payment |
| (vii) | Names and addresses of additional paying agent(s) (if any): | [Not Applicable/[•]] |
| (viii) | Intended to be held in a manner which would allow Eurosystem eligibility: | [Yes] [No] |

8. **DISTRIBUTION**

- | | | |
|-------|---|---|
| (i) | Method of distribution: | [Syndicated/Non-syndicated] |
| (ii) | If syndicated: | [Not Applicable/[•]] |
| (a) | Names and addresses of Dealers and underwriting commitments: | [•] |
| (b) | Date of subscription agreement: | [•] |
| (c) | Stabilising Manager(s) (if any): | [Not Applicable/[•]] |
| (iii) | If non-syndicated, name and address of Dealer: | [Not Applicable/[•]] |
| (iv) | Indication of the overall amount of the underwriting commission and of the placing commission: | [•] % of the Aggregate Principal Amount |
| (v) | U.S. Selling Restrictions: | [Reg. S Compliance Category 2; TEFRA not applicable] |
| (vi) | Public Offer: | [Applicable][Not Applicable] |
| | Public Offer Jurisdictions: | [Austria] [Belgium] [Germany] [Ireland]
[Luxembourg] [the Netherlands] [the United Kingdom] [•] |
| | Offer period: | [•] until [•] |
| | Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it: | The Dealer[s] [and [•]] ([together with the Dealers],
]the " Initial Authorised Offerors ") |

General Consent:	[Not Applicable]/[Applicable]
Other Authorised Offeror Terms:	[Not Applicable]/[•]
(vii) Prohibition of Sales to Belgium Consumers	[Applicable]/[Not Applicable]
(viii) Prohibition of sales to EEA Retail Investors:	[Applicable]/[Not Applicable]/[Not Applicable, Key Information Document prepared]
<i>(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If a key information document required by the PRIIPs regulation has been prepared, "Not Applicable, Key Information Document prepared" should be specified. If the Notes may constitute "packaged" products and no key information document required by the PRIIPs regulation will be prepared, "Applicable" should be specified).</i>	

9. TERMS AND CONDITIONS OF THE OFFER

Offer Price:	[Issue price]/[•]
Conditions to which the offer is subject:	[Not Applicable]/[•]
Description of the application process:	[Not Applicable]/[•]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable]/[•]
Details of the minimum and/or maximum amount of application:	[Not Applicable]/[•]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable]/[•]
Manner in and date on which results of the offer are to be made public:	[Not Applicable]/[•]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable]/[•]
Whether tranche(s) have been reserved for certain countries:	[Not Applicable]/[•]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable]/[•]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable]/[•]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.

[None/The Initial Authorised Offerors identified in paragraph 8(vi) of Part B above [and any additional Authorised Offerors who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Public Offer and who are identified on the Issuer's website as an Authorised Offeror] (together, the "**Authorised Offerors**")]

SUMMARY OF THE ISSUE

*This summary relates to [insert description of Notes] described in the final terms (the "**Final Terms**") to which this summary is annexed. This summary contains that information from the summary set out in the Base Prospectus which is relevant to the Notes together with the relevant information from the Final Terms. Words and expressions defined in the Final Terms and the Base Prospectus have the same meanings in this summary.*

[Insert completed summary by amending and completing the summary of the Base Prospectus as appropriate to the terms of the specific issue].

14. ADDITIONAL INFORMATION

You should be aware of a number of other matters that may not have been addressed in detail elsewhere in this Base Prospectus.

ADDITIONAL INFORMATION

Authorisation

The establishment and update of the Programme and the issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 7 January 2009 and 11 December 2018.

The giving of the Guarantees have been duly authorised by (i) resolutions of the Board of Directors of Anheuser-Busch Companies dated 16 December 2008 and resolutions of the Board of Managers of Anheuser-Busch Companies dated 11 December 2018, (ii) resolutions of the Board of Directors of ABIFI dated 11 December 2018, (iii) resolutions of the Board of Directors of ABIWW dated 11 December 2008 and 11 December 2018, (iv) resolutions of the Board of Managers of Brandbev dated 15 March 2018, (v) resolutions of the Board of Directors of Brandbrew dated 16 December 2008 and 15 March 2018 and (vi) resolutions of the Board of Directors of Cobrew dated 18 December 2008 and 11 December 2018.

Approval, listing and admission to trading of Notes

Application has been made to the FCA to approve this document as a base prospectus and to be listed on the Official List of the FCA. Application has also been made to the London Stock Exchange for Notes issued under the Programme to be admitted to trading on the Market. Applications may be made to the Irish Stock Exchange plc, trading as Euronext Dublin, for the Notes issued during the period of twelve months after the date of this Base Prospectus to be admitted to the official list and to trading on its regulated market.

Documents on Display

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from the registered offices of the Issuer and from the specified offices of the Domiciliary Agent:

- (a) the constitutional documents of each Obligor;
- (b) the Domiciliary Agency Agreement, the Deed of Covenant and the Guarantees;
- (c) a copy of this Base Prospectus;
- (d) a copy of the Form 20-F; and
- (e) any future offering circulars, prospectuses, information memoranda, supplements to this Base Prospectus, Final Terms and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus, each Final Terms relating to Notes that are listed on the Official List and admitted to trading on the Market and each document incorporated by reference will be published on the Regulatory News Service operated by the London Stock Exchange's website (at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>) and/or on the website of any other stock exchange on which the Notes are listed (if applicable).

Clearing Systems

The Notes have been accepted for clearance through the X/N Clearing System. The X/N Clearing System is the entity in charge of keeping the records. The appropriate Common Code and ISIN for each Tranche of Notes will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of the X/N Clearing System is S.A. Banque Nationale de Belgique, boulevard de Berlaimont 14, B-1000 Brussels, Belgium.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issue of Notes.

Significant or Material Change

There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2017, nor any significant change in the financial or trading position of the Issuer or the Group since 30 June 2018.

Litigation

Save as disclosed in Section 5 (*Description of the Issuer – Legal and Arbitration Proceedings*) on pages 100 to 101 of this Base Prospectus (other than the section entitled "*Budweiser Trademark Litigation*" on page 101), there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Obligors are aware) in the 12 months preceding the date of this Base Prospectus which may have or have in such period had a significant effect on the financial position or profitability of the Obligors or the Group as a whole.

Auditors

The auditors of the Issuer from 3 March 2016 are Deloitte Bedrijfsrevisoren BV CVBA (member of the *Institut des Réviseurs d'Entreprises/Instituut van de Bedrijfsrevisoren*).

Minimum Denomination

No Notes may be issued under the Programme which (a) have a minimum denomination of less than EUR1,000 (or its equivalent in another currency), or (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Issuer or by any entity to whose group the Issuer belongs. Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Notes Having a Maturity of Less Than One Year

Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.

Issue Price and Yield

Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer, the relevant Guarantor(s) and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes will be set out in the applicable Final Terms. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Dealers transacting with the Obligors

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for any Obligor and their respective affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Obligors and their respective affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Obligors or their respective affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Obligors routinely hedge their credit exposure to the Obligors consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

APPENDIX A - DEFINED TERMS

This section contains an index of defined terms used in this Base Prospectus.

INDEX OF DEFINED TERMS

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APPENDIX B - TERMS AND CONDITIONS OF THE NOTES

This section sets out the text of the terms and conditions of the Notes.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into the Notes issued under the Programme. The applicable Final Terms (or the relevant provisions thereof) will be incorporated by reference into each Note. In the case of any Tranche of Notes which are being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 3.2 of the Prospectus Directive) or (b) admitted to trading on a regulated market in a Member State, the applicable Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Notes may supplement, amend or replace any information any information in this Base Prospectus.

References in these Terms and Conditions to "**Notes**" are to the Notes of one Series (as defined below) issued by Anheuser-Busch InBev SA/NV (the "**Issuer**") (legal entity identifier: 5493008H3828EMEXB082) pursuant to the Domiciliary Agency Agreement (as defined below) only, not to all Notes that may be issued under the Programme (as defined below). All capitalised terms which are not defined in these Terms and Conditions will have the meanings given to them or refer to information specified in, Part A of the applicable Final Terms.

The Notes have the benefit of an Amended and Restated Domiciliary and Belgian Paying Agency Agreement (such Domiciliary and Belgian Paying Agency Agreement as further amended and/or supplemented and/or restated from time to time, the "**Domiciliary Agency Agreement**") dated 12 December 2018 and made between the Issuer, the Guarantors (as defined below) and BNP Paribas Fortis SA/NV as domiciliary agent and paying agent (the "**Domiciliary Agent**" and the "**Paying Agent**", which expression shall include any successor domiciliary agent and paying agent).

The final terms for a Tranche of Notes (or the relevant provisions thereof) are set out in Part A of the Final Terms relating to such Notes and complete these Terms and Conditions (the "**Conditions**"). References to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) relating to such Notes.

The payment of all amounts in respect of the Notes have been guaranteed by whichever of (i) Anheuser-Busch InBev Finance Inc. ("**ABIFI**"), (ii) Anheuser-Busch InBev Worldwide Inc. ("**ABIWW**"), (iii) Anheuser-Busch Companies, LLC ("**Anheuser-Busch Companies**"), (iv) Brandbev S.à r.l. ("**Brandbev**"), (v) Cobrew NV ("**Cobrew**") and (vi) Brandbrew S.A. ("**Brandbrew**") are specified as Guarantors in the applicable Final Terms (together the "**Guarantors**" and each a "**Guarantor**"; **provided that**, upon any such company terminating its guarantee in accordance with Condition 2.3 (*Termination of the Guarantees*), such company will cease to be a Guarantor) pursuant to separate guarantees (each a "**Guarantee**" and together the "**Guarantees**", which expressions include the same as each may be amended, supplemented, novated or restated from time to time) executed by each of the relevant Guarantors (except Brandbrew and Brandbev) on 6 December 2016 and by Brandbrew and Brandbev on 12 December 2018. Certain of the Guarantees are subject to certain limitations, as described in Condition 2.2 (*Status of the Guarantees*). If the Issuer executes a New Guarantee pursuant to Condition 12 (*Substitution*) each reference in these Conditions to a "Guarantor" and a "Guarantee" shall, save where the context does not permit, include the Issuer in its capacity as such and its new Guarantee, respectively. The original of each Guarantee is held by the Domiciliary Agent on behalf of the Noteholders at its specified office.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The holders of interests in Notes will be entitled to proceed directly against the Issuer in case of an Event of Default of the Issuer based on statements of accounts provided by the participant, sub-participant or the operator of the X/N clearing system (the "**X/N Clearing System**").

Copies of the Guarantees, the deed of covenant dated 6 December 2016 (the "**Deed of Covenant**"), the Domiciliary Agency Agreement and the applicable Final Terms are available for inspection during normal business hours at the specified office of the Domiciliary Agent. The Noteholders (as defined below) are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Domiciliary Agency Agreement, the Deed of Covenant, the Guarantees and the applicable Final Terms which are applicable to them. The statements

in the Conditions include summaries of, and are subject to, the detailed provisions of the Domiciliary Agency Agreement.

Words and expressions defined in the Domiciliary Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and **provided that**, in the event of inconsistency between the Domiciliary Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. **FORM, DENOMINATION AND TITLE**

The Notes are issued in dematerialised book-entry form in accordance with the Belgian Companies Code. Noteholders of Notes will not be entitled to exchange Notes into bearer or registered Notes.

The Notes may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Title to the Notes will be evidenced in accordance with the Belgian Companies Code by entries in securities accounts maintained with the X/N Clearing System itself or participants or sub-participants in such system approved by the Belgian Minister of Finance. The X/N Clearing System maintains securities accounts in the name of authorised participants only. Noteholders, unless they are participants, will not hold Notes directly with the operator of the X/N Clearing System but will hold them in a securities account through a financial institution which is a participant in the X/N Clearing System or which holds them through another financial institution which is such a participant.

The operator of the X/N Clearing System will credit the securities account of the Domiciliary Agent with the aggregate principal amount of Notes. Such Domiciliary Agent will credit each subscriber which is a participant in the X/N Clearing System and each other subscriber which has a securities account with such Domiciliary Agent, with a principal amount of Notes equal to a principal amount of Notes to which such participant or such securities account holders have subscribed and paid for (both acting on their own behalf or as agent for other subscribers). Any participant in respect of its sub-participants and its account holders and any sub-participant in respect of its account holders will, upon such Notes being credited as aforesaid, credit the securities accounts of such account holder or sub-participant, as the case may be. Each person who is for the time being shown in the records of a participant, a sub-participant or the operator of the X/N Clearing System as the holder of a particular principal amount of such Notes (in which regard any certificate or other documents issued by a participant, sub-participant or the operator of the X/N Clearing System as to the principal amount of such Notes standing to the account of such person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated by the Issuer and the Domiciliary Agent as the holder of such principal amount of such Notes for all purposes other than (i) with respect to the payment of principal or interest on the Notes, which shall be paid through the Domiciliary Agent and the X/N Clearing System in accordance with the rules of the X/N Clearing System, and (ii) with respect to the delivery of any notice to be given by a Noteholder in respect of the Notes pursuant to these Conditions, which notice must be given in accordance with the standard procedures of the X/N Clearing System and may only be given by a participant in the X/N Clearing System (whether acting on its own behalf or on behalf of other subscribers holding through such participant) in respect of the relevant Notes held by or through it, and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

The Notes issued will be transferable only in accordance with the rules and procedures for the time being of the X/N Clearing System. Notes (other than Notes in respect of which the applicable Final Terms specify that the "Prohibition of Sales to Belgium Consumers" is "Not Applicable") may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994, holding their Notes in an exempt securities account that has been opened with a financial institution that is a direct or indirect participant in the X/N Clearing System.

References to the X/N Clearing System shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

2. **STATUS OF THE NOTES AND THE GUARANTEES**

2.1 **Status of the Notes**

The Notes are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3.1 (*Covenants - Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* (i.e., equally in right of payment) among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

2.2 Status of the Guarantees

(a) The obligations of each Guarantor under its Guarantee are direct, (subject, in the case of Brandbev and Brandbrew, to Condition 2.2(b) and Condition 2.2(c), respectively, below) unconditional, unsubordinated and (subject to the provisions of Condition 3.1 (*Covenants - Negative Pledge*)) unsecured obligations of such Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Guarantor, from time to time outstanding.

(b) The obligations of Brandbev under its Guarantee are subject to the following limitations:

Notwithstanding any of the provisions of Brandbev's Guarantee, the maximum aggregate liability of Brandbev under its Guarantee and after having accounted for any actual or contingent liabilities as a guarantor under the Other Guaranteed Facilities shall not exceed an amount equal to the aggregate of (without double counting):

(A) the aggregate amount of all moneys received by Brandbev and the Brandbev Subsidiaries under the Other Guaranteed Facilities;

(B) the aggregate amount of all outstanding intercompany loans made to Brandbev and the Brandbev Subsidiaries by other members of the group of companies owned and/or controlled by the Issuer (the "**Group**", which term includes the Issuer) which have been directly or indirectly funded using the proceeds of borrowings under the Other Guaranteed Facilities; and

(C) an amount equal to 100% of the greater of:

I the sum of (x) Brandbev's own capital (*capitaux propres*) as referred to in article 34 of the *Law of 19 December 2002 on the register of commerce and companies and the accounting and annual accounts of undertakings* (the "**Law of 2002**"), and as implemented by the Grand-Ducal regulation dated 18 December 2015 setting out the form and the content of the presentation of the balance sheet and profit and loss account (the "**Regulation**") as reflected in Brandbev's then most recent annual accounts approved by the competent organ of Brandbev (as audited by its statutory auditor (*réviseur d'entreprises*), if required by law) at the date an enforcement is made under its Guarantee, and (y) the amount of any Intra-Group Liabilities; and

II the sum of (x) Brandbev's own capital (*capitaux propres*) as referred to in article 34 of the Law of 2002, as implemented by the Regulation as reflected in its most recent annual accounts as available as at the Issue Date of the first Tranche of the relevant Series, and (y) the amount of any Intra-Group Liabilities.

For the purpose of this limitation, "**Intra-Group Liabilities**" shall mean any amounts owed by Brandbev to any other member of the Group and that have not been funded (directly or indirectly) using the proceeds of borrowings under the Notes or the Other Guaranteed Facilities.

For the avoidance of doubt, the limitation referred to in this Condition 2.2(b) shall not apply to the guarantee by Brandbev of any obligations owed by its Subsidiaries under any Other Guaranteed Facilities. In addition, the obligations and liabilities of Brandbev under its Guarantee and under any of the Other Guaranteed Facilities, shall not include any obligation which, if incurred, would constitute a breach of the provisions on unlawful financial assistance as contained in article 1500-7 of the Companies Law 1915.

- (c) The obligations of Brandbrew under its Guarantee are subject to the following limitations:

Notwithstanding any of the provisions of Brandbrew's Guarantee, the maximum aggregate liability of Brandbrew under its Guarantee and after having accounted for any actual or contingent liabilities as a guarantor under the Other Guaranteed Facilities (excluding its Guarantee) shall not exceed an amount equal to the aggregate of (without double counting):

- (A) the aggregate amount of all moneys received by Brandbrew and the Brandbrew Subsidiaries under the Other Guaranteed Facilities;
- (B) the aggregate amount of all outstanding intercompany loans made to Brandbrew and the Brandbrew Subsidiaries by other members of the Group which have been directly or indirectly funded using the proceeds of borrowings under the Other Guaranteed Facilities; and
- (C) an amount equal to 100% of the greater of:
 - I the sum of (x) Brandbrew's own capital (*capitaux propres*) as referred to in article 34 of the Law of 2002, and as implemented by the Regulation as reflected in Brandbrew's then most recent annual accounts approved by the competent organ of Brandbrew (as audited by its statutory auditor (*réviseur d'entreprises*), if required by law) at the date an enforcement is made under its Guarantee, and (y) the amount of any Intra-Group Liabilities; and
 - II the sum of (x) Brandbrew's own capital (*capitaux propres*) as referred to in article 34 of the Law of 2002, and as implemented by the Regulation as reflected in its most recent annual accounts as available as at the Issue Date of the first Tranche of the relevant Series, and (y) the amount of any Intra-Group Liabilities.

For the purpose of this limitation, "**Intra-Group Liabilities**" shall mean any amounts owed by Brandbrew to any other member of the Group and that have not been funded (directly or indirectly) using the proceeds of borrowings under the Notes or the Other Guaranteed Facilities.

For the avoidance of doubt, the limitation referred to in this Condition 2.2(c) shall not apply to the guarantee by Brandbrew of any obligations owed by the Brandbrew Subsidiaries under the Other Guaranteed Facilities. In addition, the obligations and liabilities of Brandbrew under its Guarantee and under any of the Other Guaranteed Facilities, shall not include any obligation which, if incurred, would constitute a breach of the provisions on unlawful financial assistance as contained in article 430-19 of the Companies Law 1915.

- (d) For the purposes of this Condition 2.2 (*Status of the Guarantees*):

"**Brandbev Subsidiaries**" means each entity of which Brandbev has direct or indirect control or owns directly or indirectly more than 50% of the voting share capital or similar right of ownership; and "**control**" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**Brandbrew Subsidiaries**" means each entity of which Brandbrew has direct or indirect control or owns directly or indirectly more than 50% of the voting share capital or similar right of ownership; and "**control**" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**Other Guaranteed Facilities**" means:

- (i) the 2010 Senior Facilities Agreement, as amended from time to time;
- (ii) any Notes issued under the Programme;
- (iii) any debt securities guaranteed by Brandbrew or Brandbev under the Indenture dated 12 January 2009, among ABIWW, the Issuer, the subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee;

- (iv) any bonds guaranteed by Brandbrew or Brandbev under the Indenture, dated 16 October 2009 among ABIWW, the Issuer, the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (v) any debt securities guaranteed by Brandbrew or Brandbev under an Indenture, dated 16 December 2016 among ABIWW, the Issuer, the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (vi) any debt securities guaranteed by Brandbrew or Brandbev pursuant to the U.S. commercial paper programme entered into on 6 June 2011 as amended and restated on or around 20 August 2014;
- (vii) any debt securities guaranteed by Brandbev or Brandbrew under the Indenture among ABIFI, the Issuer, Brandbev, Brandbrew, the other subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee entered into on 17 January 2013;
- (viii) any debt securities guaranteed by Brandbev or Brandbrew under the Indenture among ABIFI, the Issuer, Brandbev, Brandbrew, the other subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee entered into on 25 January 2016;
- (ix) any debt securities guaranteed by Brandbev or Brandbrew under the Indenture among ABIFI, the Issuer, Brandbev, Brandbrew, the other subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee entered into on 15 May 2017;
- (x) any bonds guaranteed by Brandbev or Brandbrew under the Indenture, dated 1 August 1995 among Anheuser-Busch Companies and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (xi) any bonds guaranteed by Brandbev or Brandbrew under the Indenture, dated 1 July 2001 among Anheuser-Busch Companies and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (xii) any bonds guaranteed by Brandbev or Brandbrew under the Indenture, dated 1 October 2007 among Anheuser-Busch Companies and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (xiii) any bonds guaranteed by Brandbev and Brandbrew under the Indenture, dated 4 April 2018 among Anheuser-Busch Worldwide Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee; and
- (xiv) any bonds guaranteed by Brandbev and Brandbrew under the Indenture, dated 13 November 2018 among Anheuser-Busch Companies and Anheuser Busch Worldwide Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee,

and any refinancing (in whole or part) of any of the above items for the same or a lower amount;

"Programme" means the Euro Medium Term Note Programme established by the Issuer on 16 January 2009 (as amended or updated from time to time).

2.3 Termination of the Guarantees

- (a) Each of the Guarantors shall be entitled to terminate the relevant Guarantee on giving not less than 30 days' notice to the Domiciliary Agent and, in accordance with Condition 11 (*Notices*), the Noteholders, in the event that, at the time the relevant Guarantee is terminated (i) such Guarantor is not or ceases to be an obligor, as borrower or guarantor, with respect to the 2010 Senior Facilities Agreement and (ii) the aggregate amount of indebtedness for borrowed money for which the relevant Guarantor is an obligor (as a guarantor or borrower) does not exceed 10% of the Issuer's consolidated gross assets as reflected in the balance sheet included in its most recent publicly released interim or annual consolidated financial statements. For the purposes of

this Condition 2.3 (*Termination of the Guarantees*), the amount of a Guarantor's indebtedness for borrowed money shall not include (A) the Notes, (B) any other debt the terms of which permit the termination of the Guarantor's guarantee of such debt under similar circumstances, as long as such Guarantor's obligations in respect of such other debt are terminated at substantially the same time as its guarantee of the Notes, and (C) any debt that is being refinanced at substantially the same time that the Guarantee of the Notes is being terminated, **provided that** any obligations of the Guarantor in respect of the debt that is incurred in the refinancing shall be included in the calculation of the Guarantor's indebtedness for borrowed money.

- (b) Each of the Guarantors shall be entitled to terminate the relevant Guarantee on giving not less than 30 days' notice to the Domiciliary Agent and in accordance with Condition 11 (*Notices*), the Noteholders, in the event that such Guarantor ceases to be a Subsidiary of the Issuer or disposes of all or substantially all of its assets to a Person who is not a Subsidiary of the Issuer.
- (c) In the Conditions, "**2010 Senior Facilities Agreement**" means the U.S.\$9,000,000,000 Senior Facilities Agreement dated 26 February 2010, as amended, and/or amended and restated from time to time including on 28 August 2015 between *inter alios* the Issuer, certain subsidiary guarantors and the lenders party thereto and "**Person**" means any individual, corporation, partnership, joint venture, trust, unincorporated organisation or government or any agency or political subdivision thereof.

3. COVENANTS

3.1 Negative Pledge

So long as any Note remains outstanding (as defined in the Domiciliary Agency Agreement) neither the Issuer nor the Guarantor(s) will, and the Issuer will ensure that none of its Significant Subsidiaries (as defined in Condition 9 (*Events of Default*)) will, create, or have outstanding any mortgage, charge, lien, pledge or other security interest (each a "**Security Interest**"), other than a Permitted Security Interest, upon, or with respect to, the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness without at the same time or prior thereto according to the Notes the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution of the Noteholders.

3.2 Definitions

In the Conditions, the following expressions have the following meanings:

"**Excluded Subsidiary**" means Companhia de Bebidas das Américas-AmBev and each of its Subsidiaries from time to time, **provided that** if Companhia de Bebidas das Américas-AmBev becomes a wholly-owned Subsidiary of the Issuer, it and its Subsidiaries shall cease to be Excluded Subsidiaries;

"**Permitted Security Interest**" means:

- (a) any Security Interest over or affecting any asset of any company which becomes a Subsidiary after the Issue Date of the first Tranche of the Notes, where the Security Interest is created prior to the date on which that company becomes a Subsidiary, **provided that**:
 - (i) the Security Interest was not created in contemplation of the acquisition (or proposed acquisition) of that company; and
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition (or proposed acquisition) of that company; and
- (b) any Security Interest created by an Excluded Subsidiary;

"**Relevant Indebtedness**" means any present or future indebtedness (whether being principal, premium, interest or other amounts) which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be, quoted, listed or dealt in or traded, in each case with the agreement of the Issuer on any stock exchange or over-the-counter or other securities market; and

"Subsidiary" means any corporation of which more than 50% of the issued and outstanding stock entitled to vote for the election of directors (otherwise than by reason of default in dividends) is at the time owned directly or indirectly by the Issuer or a Subsidiary or Subsidiaries or by the Issuer and a Subsidiary or Subsidiaries.

4. **INTEREST**

4.1 **Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Interest shall be calculated in respect of any period in accordance with the rules of the X/N Clearing System and the Day Count Fraction set out in the Final Terms.

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1 (*Interest on Fixed Rate Notes*):

- (a) if **"Actual/Actual (ICMA)"** is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **"Accrual Period"**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (b) if **"30/360"** is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (c) if **"Actual/365 (Fixed)"** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365.

In the Conditions:

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"sub-unit" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.2 **Interest on Floating Rate Notes**

(a) ***Interest Payment Dates***

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in the Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If (x) there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) any Interest Payment Date would otherwise fall on a day which is not a Business Day, then such Interest Payment Date shall be postponed to the next day which is a Business Day.

In the Conditions, "**Business Day**" means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Brussels and each Additional Business Centre specified in the applicable Final Terms;
- (b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open; and
- (c) a day on which the X/N Clearing System is operating.

(b) ***Rate of Interest***

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(i) ***ISDA Determination for Floating Rate Notes***

Where "**ISDA Determination**" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Domiciliary Agent under an interest rate swap transaction if the Domiciliary Agent is acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;

- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(ii) *Screen Rate Determination for Floating Rate Notes*

Where "**Screen Rate Determination**" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of the London inter-bank offered rate (or any successor or replacement rate) ("**LIBOR**"), or Brussels time, in the case of the Euro-zone inter-bank offered rate (or any successor or replacement rate) ("**EURIBOR**")) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Domiciliary Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Domiciliary Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 4.2(b)(ii)(A), no offered quotation appears or if, in the case of Condition 4.2(b)(ii)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Domiciliary Agent shall request each of the Reference Banks to provide the Domiciliary Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Domiciliary Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Domiciliary Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Domiciliary Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Domiciliary Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Domiciliary Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR (or any successor or replacement rate)) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR (or any successor or replacement rate)) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Domiciliary Agent with offered rates, the offered rate for deposits in the Specified Currency for a

period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Domiciliary Agent is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR (or any successor or replacement rate)) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR (or any successor or replacement rate)) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) ***Minimum Rate of Interest and/or Maximum Rate of Interest***

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) ***Determination of Rate of Interest and calculation of Interest Amounts***

The Domiciliary Agent will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes for the relevant Interest Period shall be calculated in accordance with the rules of the X/N Clearing System and the Day Count Fraction set out in the Final Terms.

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 4.2 (*Interest on Floating Rate Notes*):

- (i) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (vii) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30.

(e) ***Notification of Rate of Interest and Interest Amounts***

The Domiciliary Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 11 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 11 (*Notices*). For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(f) ***Certificates to be final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2 (*Interest on Floating Rate Notes*), whether by the Domiciliary Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Guarantors, the Domiciliary Agent (as applicable), the Calculation Agent (if applicable) and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantors or the Noteholders shall attach to the Domiciliary Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(g) ***Benchmark discontinuation***

(i) ***Independent Adviser***

Notwithstanding Condition 4.2(b)(ii), if a Benchmark Event occurs in relation to an Original Reference Rate at any time when these Conditions provide for any remaining Rate of Interest (or any component part(s) thereof) to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.2(g)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.2(g)(iii)) and any Benchmark Amendments (in accordance with Condition 4.2(g)(iv)).

An Independent Adviser appointed pursuant to this Condition 4.2(g) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Domiciliary Agent, the Paying Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with to the operation of this Condition 4.2(g).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.2(g)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.2(g)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.2(g)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.2(g)).

(iii) *Adjustment Spread*

If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable)).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.2(g) and the Independent Adviser determines (i) that amendments to these Conditions (including without limitation, amendments to the definitions of Day Count Fraction, Business Day or Relevant Screen Page) are necessary to follow market practice or to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Domiciliary Agent shall, at the direction and expense of the Issuer and subject to the Issuer giving notice thereof in accordance with Condition 4.2(g)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Domiciliary Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice provided that the Domiciliary Agent shall not be obliged to effect any Benchmark Amendment if in the sole opinion of the Domiciliary Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the it in these Conditions or the Domiciliary Agency Agreement in any way.

In connection with any such variation in accordance with this Condition 4.2(g)(iv), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

(v) *Notices, etc.*

The Issuer will notify the Domiciliary Agent, the Paying Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest and, in accordance with Condition 11, the Noteholders promptly of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.2(g).

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate

and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Domiciliary Agent, the Paying Agent and the Noteholders.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under the provisions of this Condition 4.2(g), the Original Reference Rate and the fallback provisions provided for in Condition 4.2(b)(ii) will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Fallbacks*

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the relevant Interest Determination Date, no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this Condition 4.2(g) by such Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

For the avoidance of doubt, this Condition 4.2(g)(vii) shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.2(g).

(viii) *Definitions*

In this Condition 4.2(g):

"Adjustment Spread" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines should be applied to the Successor Rate or the Alternative Rate (as the case may be) as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of an Alternative Rate or (where (i) above does not apply) in the case of a Successor Rate, the Independent Adviser determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (C) (if the Independent Adviser determines that (i) above does not apply and no such spread, formula or methodology is recognised or acknowledged as being customary market usage as referred to in (ii) above) the Independent Adviser determines to be appropriate;

"Alternative Rate" means an alternative to the Reference Rate which the Independent Adviser determines in accordance with Condition 4.2(g)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) or if no such rate exists, the rate which is most comparable to the Original Reference Rate, for a comparable interest period and in the same Specified Currency as the Notes;

"Benchmark Amendments" has the meaning given to it in Condition 4.2(g)(iv);

"Benchmark Event" means:

- (A) the Original Reference Rate ceasing to be calculated, administered or published;
- (B) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to the specified date referred to in (B)(i) above;
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
- (D) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the specified date referred to in (D)(i) above;
- (E) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (ii) the date falling six months prior to the specified date referred to in (E)(i) above;
- (F) it has become unlawful for the Domiciliary Agent, any Paying Agent or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4.2(g)(i) at its own expense;

"Original Reference Rate" means the originally-specified Reference Rate used to determine the relevant Rate of Interest (or any component part thereof) on the Notes;

"Relevant Nominating Body" means, in respect of the Original Reference Rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof; and

"Successor Rate" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

4.3 **Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Domiciliary Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11 (*Notices*).

4.4 **Ratings Step-up/Step-down**

- (a) If Ratings Step-up/Step-down is specified in the applicable Final Terms, the Rate of Interest payable on the Notes will be subject to adjustment from time to time in the event of a Step Up Rating Change or a Step Down Rating Change, as the case may be, in accordance with this Condition 4.4 (*Ratings Step-up/Step-down*).
- (b) Subject to Condition 4.4(d) below, from and including the first Interest Payment Date following the date of a Step Up Rating Change, if any, the Rate of Interest payable on the Notes (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall be increased by the Step-up/Step-down Margin specified in the applicable Final Terms **provided, however, that** any such increase which is notified to the operator of the X/N Clearing System by the Domiciliary Agent after 11.00 a.m. (Central European Time) on the Business Day prior to the start of the next Fixed Interest Period (in the case of Fixed Rate Notes) or Interest Period (in the case of Floating Rate Notes) following the Step Up Rating Change will only take effect from the start of the second Fixed Interest Period (in the case of Fixed Rate Notes) or Interest Period (in the case of Floating Rate Notes) following such Step Up Rating Change.
- (c) Furthermore, subject to Condition 4.4(d) below, in the event of a Step Down Rating Change following a Step Up Rating Change, with effect from and including the first Interest Payment Date following the date of such Step Down Rating Change, the Rate of Interest payable on the Notes (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall be decreased by the Step-up/Step-down Margin specified in the applicable Final Terms **provided, however, that** any such decrease which is notified to the operator of the X/N Clearing System by the Domiciliary Agent after 11.00 a.m. (Central European Time) on the Business Day prior to the start of the next Fixed Interest Period (in the case of Fixed Rate Notes) or Interest Period (in the case of Floating Rate Notes) following the Step Down Rating Change will only take effect from the start of the second Fixed Interest Period (in the case of Fixed Rate Notes) or Interest Period (in the case of Floating Rate Notes) following such Step Down Rating Change and provided further that no such decrease shall become effective prior to the time at which an increase in the Rate of Interest or Margin (as applicable) has taken place pursuant to Condition 4.4(b).
- (d) In the event that a Step Up Rating Change and, subsequently, a Step Down Rating Change occur and pursuant to Conditions 4.4(b) and (c) above, the consequential increase and decrease in the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) would, but for this Condition 4.4(d), become effective from the start of the same Fixed Interest Period or Interest Period, as applicable, the Rate of Interest payable on the Notes (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall neither be increased nor decreased as a result of either such event.

As used in the Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

- (e) The Issuer shall use all reasonable efforts to maintain credit ratings for the Notes from the Rating Agencies.
- (f) The Issuer will cause the occurrence of a Step Up Rating Change or a Step Down Rating Change to be notified to the Domiciliary Agent (with a request to notify such occurrence to the operator

of the X/N Clearing System forthwith) and notice thereof to be published in accordance with Condition 11 (*Notices*) as soon as reasonably practicable after the occurrence of the Step Up Rating Change or the Step Down Rating Change (whichever the case may be) but in no event later than the fifth London Business Day (as defined in Condition 4.2(e) (*Notification of Rate of Interest and Interest Amounts*)) thereafter.

(g) In this Condition 4.4 (*Ratings Step-up/Step-down*):

a credit rating "**below investment grade**" shall mean, in relation to S&P Global Ratings Europe Limited, a rating of BB+ or below, in relation to Moody's Investors Service, Inc., a rating of Ba1 or below, in relation to Fitch Ratings Limited, a rating of BB+ or below and, where another "**nationally recognised statistical rating agency**" has been designated by the Issuer, a comparable rating;

"**Rating Agencies**" shall mean S&P Global Ratings Europe Limited, Fitch Ratings Limited, or Moody's Investors Service, Inc., their respective successors, or any other nationally recognised statistical rating agency designated by the Issuer;

"**Step Down Rating Change**" means the first public announcement after a Step Up Rating Change by one or more Rating Agencies of an increase in the credit rating of the Notes with the result that, following such public announcement(s), none of the Rating Agencies rates the Notes below investment grade. For the avoidance of doubt, following a Step Down Rating Change, any further increase in the credit rating of the Notes from BBB– or above in relation to S&P Global Ratings Europe Limited, Baa3 or above in the case of Moody's Investors Service, Inc., BBB– or above in relation to Fitch Limited or, where another "**nationally recognised statistical rating agency**" has been designated by the Issuer, a comparable rating or above, shall not constitute a further Step Down Rating Change; and

"**Step Up Rating Change**" means the first public announcement by one or more Rating Agencies of a decrease in the credit rating of the Notes to below investment grade. For the avoidance of doubt, following a Step Up Rating Change, any further decrease in the credit rating of the Notes from BB+ or below in relation to S&P Global Ratings Europe Limited, Ba1 or below in the case of Moody's Investors Service, Inc., BB+ or below in relation to Fitch Limited or, where another "**nationally recognised statistical rating agency**" has been designated by the Issuer, a comparable rating or below, shall not constitute a further Step Up Rating Change.

5. PAYMENTS

5.1 Payments in respect of Notes

Payments in euro of principal and interest in respect of any Notes shall be made through the Domiciliary Agent and the X/N Clearing System in accordance with the Domiciliary Agency Agreement and the rules of the X/N Clearing System.

If payments of principal and interest in respect of any Notes are to be made in a currency other than euro, such payment will be made by the Issuer or, as the case may be, by the Domiciliary Agent, to the relevant participants in the X/N Clearing System who will in turn redistribute the payments to their own accountholders holding the Notes. For so long as the rules of the X/N Clearing System so require, payments of principal and interest to be made on any particular date (a "**payment date**") in a currency other than euro shall be made to the person who is shown in the records of the X/N Clearing System as the holder of a particular principal amount of the Notes at the close of business on the second NBB Business Day before the relevant payment date (or at such other time as required by the rules of the X/N Clearing System applicable on the relevant payment date) and no transfers of the Notes shall be permitted between participants in the X/N Clearing System between such dates. For these purposes, "**X/N Clearing System Business Day**" means a day (other than a Saturday or Sunday) on which the X/N Clearing System is open.

5.2 General provisions applicable to payments

Save as provided in Condition 7 (*Taxation*), payments will be subject in all cases to any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Issuer or the Guarantors or the Domiciliary Agent agree to be subject and neither the Issuer nor the

Guarantors will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements.

Subject to applicable Belgian law, the Domiciliary Agent shall be the only person entitled to receive payments in respect of Notes and the Issuer will be discharged by payment to, or to the order of, the Domiciliary Agent in respect of each amount so paid. Each of the persons shown in the records of a participant, a sub-participant or the operator of the X/N Clearing System as the beneficial holder of a particular principal amount of Notes must look solely to a participant, a sub-participant or the operator of the X/N Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Note.

5.3 **Payment Day**

If the date for payment of any amount in respect of any Note is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 8 (*Prescription*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Financial Centre specified in the applicable Final Terms;
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and
- (c) a day on which the X/N Clearing System is operating.

5.4 **Interpretation of principal and interest**

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*);
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6.5 (*Early Redemption Amounts*)); and
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*).

6. **REDEMPTION AND PURCHASE**

6.1 **Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, these

Conditions as completed by the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

6.2 **Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if such Note is not a Floating Rate Note) or on any Interest Payment Date (if such Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Domiciliary Agent and, in accordance with Condition 11 (*Notices*), the Noteholders (which notice shall be irrevocable), if:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) or the Guarantors would be unable for reasons outside their control to procure payment by the Issuer and in making payment themselves would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantors taking reasonable measures available to it/them,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantors would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Domiciliary Agent a certificate signed by two Directors of the Issuer or, as the case may be, two Directors of each Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantors has/have or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 6.2 (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 6.5 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

6.3 **Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given:

- (a) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 11 (*Notices*); and
- (b) not less than 15 days before the giving of the notice referred to in (a) above, notice to the Domiciliary Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) applicable to the relevant Optional Redemption Date together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a principal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected in accordance with the rules of the X/N Clearing System, in each case not more than 30 days prior to the date fixed for redemption.

In this Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), "**Optional Redemption Amount(s)**" means:

- (i) if Reference Bond Basis is specified in the applicable Final Terms as applying in respect of an Optional Redemption Date, (A) the outstanding principal amount of the relevant Note or (B) if higher, the sum, as determined by the Calculation Agent, of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued to the date of redemption) discounted to the Optional Redemption Date on an annual basis at the Reference Rate plus the Optional Redemption Margin specified in the applicable Final Terms, where:

"CA Selected Bond" means a government security or securities (which, if the Specified Currency is euro, will be a German *Bundesobligationen*) selected by the Calculation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes;

"Calculation Agent" means a leading investment, merchant or commercial bank appointed by the Issuer for the purposes of calculating the Optional Redemption Amount, and notified to the Noteholders in accordance with Condition 11 (*Notices*);

"Reference Bond" means (A) if CA Selected Bond is specified in the applicable Final Terms, the relevant CA Selected Bond or (B) if CA Selected Bond is not specified in the applicable Final Terms, the security specified in the applicable Final Terms;

"Reference Bond Price" means (i) the average of five Reference Market Maker Quotations for the relevant Optional Redemption Date, after excluding the highest and lowest Reference Market Maker Quotations, (ii) if the Calculation Agent obtains fewer than five, but more than one, such Reference Market Maker Quotations, the average of all such quotations, or (iii) if only one such Reference Market Maker Quotation is obtained, the amount of the Reference Market Maker Quotation so obtained;

"Reference Market Maker Quotations" means, with respect to each Reference Market Maker and any Optional Redemption Date, the average, as determined by the Calculation Agent, of the bid and asked prices for the Reference Bond (expressed in each case as a percentage of its principal amount) quoted in writing to the Calculation Agent at the Quotation Time specified in the applicable Final Terms on the Reference Rate Determination Day specified in the applicable Final Terms;

"Reference Market Makers" means five brokers or market makers of securities such as the Reference Bond selected by the Calculation Agent or such other five persons operating in the market for securities such as the Reference Bond as are selected by the Calculation Agent in consultation with the Issuer; and

"Reference Rate" means, with respect to any Optional Redemption Date, the rate per annum equal to the equivalent yield to maturity of the Reference Bond, calculated using a price for the Reference Bond (expressed as a percentage of its principal amount) equal to the Reference Bond Price for such Optional Redemption Date. The Reference Rate will be calculated on the Reference Rate Determination Day specified in the applicable Final Terms; and/or

- (ii) if Reference Bond Basis is not specified in the applicable Final Terms as applying in respect of an Optional Redemption Date, such amount(s) as are specified in, or determined in the manner specified in, these Conditions as completed by the applicable Final Terms.

6.4 **Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 11 (*Notices*) not less than 15 nor more than 30 days' notice, the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions

and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

To exercise the right to require redemption of such Note pursuant to this Condition 6.4 (*Redemption at the option of the Noteholders (Investor Put)*), the holder of such Note must, within the notice period, give notice to the Domiciliary Agent of such exercise in accordance with the standard procedures of the X/N Clearing System (which may include notice being given on his instruction by the X/N Clearing System to the Domiciliary Agent by electronic means) in a form acceptable to the X/N Clearing System from time to time (a "**Put Notice**").

Any Put Notice or other notice given in accordance with the standard procedures of the X/N Clearing System given by a holder of any Note pursuant to this Condition 6.4 (*Redemption at the option of the Noteholders (Investor Put)*) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6.4 (*Redemption at the option of the Noteholders (Investor Put)*) and instead to declare such Note forthwith due and payable pursuant to Condition 9 (*Events of Default*).

6.5 **Early Redemption Amounts**

For the purpose of Condition 6.2 (*Redemption for tax reasons*) above and Condition 9 (*Events of Default*), each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its principal amount; or
- (c) in the case of a Zero Coupon Note, at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360.

6.6 **Purchases**

The Issuer, the Guarantors or any subsidiary of the Issuer or any Guarantor may at any time purchase Notes at any price in the open market or otherwise. All Notes so purchased will be surrendered to the Domiciliary Agent for cancellation.

6.7 **Cancellation**

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 6.6 (*Purchases*) shall be forwarded to the Domiciliary Agent and cannot be reissued or resold.

6.8 **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1 (*Redemption at maturity*), 6.2 (*Redemption for tax reasons*), 6.3 (*Redemption at the option of the Issuer (Issuer Call)*) or 6.4 (*Redemption at the option of the Noteholders (Investor Put)*) above or upon its becoming due and repayable as provided in Condition 9 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6.5(c) (*Early Redemption Amounts*) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Domiciliary Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11 (*Notices*).

7. TAXATION

All payments of principal and interest in respect of the Notes by the Issuer or the Guarantors will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantors (subject, in the case of any Guarantor, to the terms of the relevant Guarantee) will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note:

- (a) where the holder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note; or
- (b) (in respect of any payment by a U.S. Guarantor) where such withholding or deduction is imposed or withheld by reason of the failure of the holder to provide certification, information, documents or other evidence concerning the nationality, residence or identity of the holder or to make any valid or timely declaration or similar claim or satisfy any other reporting requirements relating to such matters, whether required or imposed by statute, treaty, regulation or administrative practice, as a precondition to exemption from, or a reduction in the rate of such withholding or deduction; or
- (c) (in respect of any payment by a U.S. Guarantor) is on account of or in respect of any estate, inheritance, gift, sales, excise, transfer, personal property or similar taxes; or
- (d) where such withholding or deduction is imposed because the holder (or the beneficial owner) is not an eligible investor within the meaning of Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (unless that person was an eligible investor at the time of its acquisition of the relevant Note but has since ceased to be an eligible investor by reason of a change in Belgian law or regulations or in the interpretation or application thereof or by reason of another change which was not within that person's control), or is an eligible investor within the meaning of Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax but is not holding the relevant Note in an exempt securities account with a qualifying clearing system in accordance with the Belgian law of 6 August 1993 relating to transactions in certain securities and its implementation decrees.

In addition, any amounts to be paid by the Issuer or any Guarantor on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA Withholding**"). Neither any Guarantor nor the Issuer will be required to pay additional amounts on account of any FATCA Withholding.

As used herein:

- (i) "**Tax Jurisdiction**" means any jurisdiction under the laws of which the Issuer or any Guarantor, or any successor to the Issuer or Guarantor, is organised or in which it is resident for tax purposes, or any political subdivision or any authority thereof or therein having power to tax;
- (ii) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Domiciliary Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 11 (*Notices*); and
- (iii) "**U.S. Guarantor**" means any Guarantor in respect of which the relevant Tax Jurisdiction is the United States of America or any political subdivision or any authority thereof or therein having power to tax.

8. PRESCRIPTION

The Notes will become void unless claims in respect of principal and/or interest (as applicable) are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

9. EVENTS OF DEFAULT

If any one or more of the following events (each an "**Event of Default**") shall occur and be continuing:

- (a) **payment default** – (i) the Issuer or a Guarantor fails to pay interest within 14 days from the relevant due date, or (ii) the Issuer or a Guarantor fails to pay the principal (or premium, if any) due on the Notes within seven days from the relevant due date; or
- (b) **breach of other obligations** – the Issuer or a Guarantor defaults in the performance or observance of any of its other obligations under the Notes or its Guarantee and (except in any case where the default is incapable of remedy, when no such continuation or notice as is hereinafter mentioned will be required) such default remains unremedied for 30 days next following the service by a Noteholder on the Domiciliary Agent of notice requiring the same to be remedied; or
- (c) **cessation of business or insolvency** – if (A) the Issuer or any Guarantor that is a Significant Subsidiary ceases or threatens to cease to carry on the whole or substantially all of its business, save in each case (i) (other than in the case of the Issuer) for a Permitted Reorganisation (Guarantor), (ii) (in the case of the Issuer) for a Permitted Reorganisation (Issuer), (iii) for the purposes of a reorganisation on terms previously approved by an Extraordinary Resolution or (iv) for a substitution pursuant to Condition 12 (*Substitution*), or (B) the Issuer or any Guarantor that is a Significant Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the Issuer or any Guarantor that is a Significant Subsidiary; or
- (d) **winding up or dissolution** – if any order is made by any competent court or an effective resolution passed for the winding up or dissolution of the Issuer or any Guarantor that is a Significant Subsidiary, save for the purposes of (i) (other than in the case of the Issuer) a Permitted Reorganisation (Guarantor), (ii) (in the case of the Issuer) a Permitted Reorganisation (Issuer), (iii) reorganisation on terms previously approved by an Extraordinary Resolution or (iv) a substitution pursuant to Condition 12 (*Substitution*); or
- (e) **insolvency proceedings initiated** – if (A) proceedings are initiated against the Issuer or any Guarantor that is a Significant Subsidiary under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator

or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any Guarantor that is a Significant Subsidiary or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) is not discharged within 45 days; or

- (f) **judicial proceedings** – if the Issuer or any Guarantor that is a Significant Subsidiary initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium), save in each case for the purposes of (i) (other than in the case of the Issuer) a Permitted Reorganisation (Guarantor), (ii) (in the case of the Issuer) a Permitted Reorganisation (Issuer), (iii) reorganisation on terms previously approved by an Extraordinary Resolution or (iv) a substitution pursuant to Condition 12 (*Substitution*); or
- (g) **impossibility due to government action** – the issuance of any governmental order, decree or enactment in or by the jurisdiction of organisation or incorporation of the Issuer or any Guarantor that is a Significant Subsidiary whereby the Issuer or any Guarantor that is a Significant Subsidiary is prevented from observing and performing in full its obligations pursuant to the Notes (in the case of the Issuer) or its Guarantee (in the case of any such Guarantor) and such situation is not cured within 90 days; or
- (h) **invalidity of the Guarantees** – any Guarantee provided by a Guarantor that is a Significant Subsidiary ceases to be valid and legally binding for any reason whatsoever or any Guarantor that is a Significant Subsidiary seeks to deny or disaffirm its obligations under its Guarantee; or
- (i) **analogous events** – if any event occurs which, under the laws of any jurisdictions of organisation or incorporation of the Issuer or any Guarantor that is a Significant Subsidiary, has or may have an analogous effect to any of the events referred to in paragraphs (d) to (h) above,

then any holder of a Note may, by written notice to the Issuer at the specified office of the Domiciliary Agent, effective upon the date of receipt thereof by the Domiciliary Agent, as the case may be, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the purposes of the Conditions:

"Permitted Reorganisation (Guarantor)" means a reconstruction, amalgamation, merger, consolidation or transfer of assets and/or activities (a **"Reorganisation"**) where the legal entity which acquires or to which is transferred the whole or substantially the whole of the business and/or activities of a Guarantor that is a Significant Subsidiary:

A) is the Issuer; or

B)

- (i) is a company incorporated and resident in a Member State of the OECD;
- (ii) carries on the same or similar business and activities of such Guarantor; and
- (iii) expressly and effectively assumes all the obligations of such Guarantor under the Notes or the relevant Guarantee and has obtained all authorisations therefor;

"Permitted Reorganisation (Issuer)" means a Reorganisation involving the acquisition by, or transfer to, another entity (the **"Survivor"**) of the whole or substantially the whole of the business and/or activities of the Issuer where:

- (i) the Survivor:
 - (A) is a company incorporated and resident in a Member State of the OECD; and
 - (B) expressly and effectively assumes all the obligations of the Issuer under the Notes and has obtained all authorisations therefor;
- (ii) promptly upon completion of the Reorganisation, the Survivor shall have delivered or procured the delivery to the Domiciliary Agent a copy of legal opinions addressed to the Survivor and the Guarantors from:
 - (A) a leading firm of lawyers to the Survivor in the country of incorporation of the Survivor; and
 - (B) a leading firm of lawyers to the Survivor in England and Wales,

in each case to the effect that, as a matter of the relevant law, the Survivor has effectively assumed all the obligations of the Issuer under the Notes, such opinions to be available for inspection by Noteholders at the specified offices of the Domiciliary Agent; and
- (iii) the Issuer is not in default of any payments due under the Notes and immediately after giving effect to the Reorganisation, no Event of Default in respect of the Notes shall be continuing; and

"Significant Subsidiary" means any Subsidiary (i) the consolidated revenue of which represents 10% or more of the Issuer's consolidated revenue, (ii) the consolidated earnings before interest, taxes, depreciation and amortisation ("**EBITDA**") of which represents 10% or more of the Issuer's consolidated EBITDA or (iii) the consolidated gross assets of which represent 10% or more of the Issuer's consolidated gross assets, in each case as reflected in the Issuer's most recent annual audited financial statements, **provided that**, in the case of a Subsidiary acquired by the Issuer during or after the financial year shown in the Issuer's most recent annual audited financial statements, such calculation shall be made on the basis of the contribution of the Subsidiary considered on a pro forma basis as if it had been acquired at the beginning of the relevant period, with the pro forma calculation (including any adjustments) being made by the Issuer acting in good faith.

10. **DOMICILIARY AGENT AND PAYING AGENT**

The name of the Domiciliary Agent and Paying Agent and their initial specified office are set out below:

BNP Paribas Fortis SA/NV
 Montagne du Parc, 3
 1000 Brussels
 Belgium

The Issuer is entitled to vary or terminate the appointment of the Domiciliary Agent and/or approve any change in the specified office through which the Domiciliary Agent acts and/or appoint additional or other paying agents, **provided that** at all times (i) there will be a Domiciliary Agent and the Domiciliary Agent will at all times be a participant in the X/N Clearing System and (ii) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (which may be the Domiciliary Agent) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority.

In acting under the Domiciliary Agency Agreement, the Paying Agent and the Domiciliary Agent act solely as agents of the Issuer and the Guarantors and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Domiciliary Agency Agreement contains provisions permitting any entity into which the Domiciliary Agent or any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent or domiciliary agent.

11. **NOTICES**

All notices regarding the Notes will be deemed to be validly given if published (a) in a leading English language daily newspaper of general circulation in London; and (b) only to the extent required by Belgian

law, in the *Moniteur Belge – Belgisch Staatsblad* and in a leading Belgian daily newspaper of general circulation in Brussels. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London and in *De Tijd* and *L'Écho* in Brussels. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

There may, so long as the Notes are held in their entirety on behalf of the X/N Clearing System, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the X/N Clearing System for communication by them to participants in the X/N Clearing System to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the second day after the day on which the said notice was given to the X/N Clearing System.

Notices to be given by any Noteholder shall be in writing and given by lodging the same with the Domiciliary Agent. Whilst any of the Notes are held through the X/N Clearing System, such notice may be given by any holder of a Note to the Domiciliary Agent through the X/N Clearing System in such manner as the Domiciliary Agent and the X/N Clearing System may approve for this purpose.

12. SUBSTITUTION

- (a) The Issuer (or any previous substitute under these provisions) may, without the consent of the Noteholders, be replaced and substituted as principal debtor in respect of the Notes (and by subscribing any Notes, each Noteholder expressly consents to such replacement and substitution) by (A) any company of which 100% of the shares or other equity interests (as the case may be) carrying the right to vote are directly or indirectly owned by the Issuer or (B) any company which directly or indirectly owns 100% of the shares or other equity interests (as the case may be) carrying the right to vote in the Issuer (in such capacity, the "**Substitute**") **provided that:**
 - (i) a deed poll and such other documents (if any) shall be executed by the Substitute, the Issuer and each Guarantor (or any previous substitute under these provisions) as may be necessary to give full effect to the substitution (together the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substitute shall undertake in favour of each Noteholder to be bound by the Conditions and the provisions of the Deed of Covenant and the Domiciliary Agency Agreement as fully as if the Substitute had been named in the Notes, the Deed of Covenant and the Domiciliary Agency Agreement as the principal debtor in place of the Issuer (or any previous substitute) and pursuant to which the Issuer and each Guarantor shall unconditionally and irrevocably guarantee (each a "**New Guarantee**") in favour of each Noteholder the payment of all sums payable by the Substitute as such principal debtor on the same terms *mutatis mutandis* as such Guarantor's Guarantee (in the case of the Guarantors) and on the same terms *mutatis mutandis* as the guarantee dated 22 August 2013 made by the Issuer (in the case of the Issuer) (each such Guarantee, a "**relevant Guarantee**");
 - (ii) the Substitute and each Guarantor (which, for this purpose, includes the Issuer in its capacity as the provider of a New Guarantee) agrees to indemnify each Noteholder against:
 - (A) any tax, duty, assessment or governmental charge that is imposed on such Noteholder by (or by any authority in or of) the jurisdiction of the country of residence of the Substitute for tax purposes and, if different, of its incorporation with respect to any Note and that would not have been so imposed had the substitution not been made; and
 - (B) any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;

provided, however, that such indemnification shall not apply to any deduction or withholding imposed or required pursuant to the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Section of the Code, and shall not require the payment of additional amounts on account of any such withholding or deduction;

- (iii) all necessary governmental and regulatory approvals and consents for (A) such substitution (B) the giving by each Guarantor of its New Guarantee in respect of the obligations of the Substitute on the same terms *mutatis mutandis* as the relevant Guarantee and (C) the performance by the Substitute and each Guarantor of its obligations under the Documents having been obtained and being in full force and effect;
- (iv) the Notes would continue to be listed on each stock exchange which has the Notes listed thereon immediately prior to the substitution;
- (v) the Notes would continue to be in dematerialised book-entry form within the meaning of the Belgian Companies Code and would be eligible to be held within the X/N Clearing System;
- (vi) the Issuer (or any previous substitute) shall have delivered or procured the delivery to the Domiciliary Agent a copy of a legal opinion addressed to the Issuer, the Substitute and the Guarantors from a leading firm of lawyers in the country of incorporation of the Substitute, to the effect that the Documents constitute legal, valid and binding obligations of the Substitute, such opinion(s) to be dated not more than seven days prior to the date of substitution of the Substitute for the Issuer and to be available for inspection by Noteholders at the specified offices of the Domiciliary Agent;
- (vii) each Guarantor shall have delivered or procured the delivery to the Domiciliary Agent a copy of a legal opinion addressed to the Issuer, the Substitute and the Guarantors from a leading firm of lawyers in the country of incorporation of such Guarantor to the effect that the Documents (including the New Guarantee given by such Guarantor in respect of the Substitute) constitute legal, valid and binding obligations of such Guarantor on the same terms *mutatis mutandis* as the relevant Guarantee, such opinion to be dated not more than seven days prior to the date of substitution of the Substitute for the Issuer (or any previous substitute) and to be available for inspection by Noteholders at the specified offices of the Domiciliary Agent;
- (viii) the Issuer (or any previous substitute) shall have delivered or procured the delivery to the Domiciliary Agent a copy of a legal opinion addressed to the Issuer, the Substitute and the Guarantors from a leading firm of English lawyers to the effect that the Documents (including each New Guarantee) constitute legal, valid and binding obligations of the parties thereto under English law, such opinion to be dated not more than seven days prior to the date of substitution of the Substitute for the Issuer (or any previous substitute) and to be available for inspection by Noteholders at the specified offices of the Domiciliary Agent;
- (ix) if the Substitute is not incorporated in England and Wales, the Substitute shall have appointed a process agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Documents and the Issuer shall have appointed such a process agent in connection with its New Guarantee;
- (x) there is no outstanding Event of Default in respect of the Notes;
- (xi) any solicited credit rating assigned to the Notes will remain the same or be improved when the Substitute replaces and substitutes the Issuer (or any previous substitute) in respect of the Notes, and this has been confirmed in writing by each rating agency which has assigned any credit rating to the Notes; and

- (xii) the substitution complies with all applicable requirements established under law in the country of incorporation of the Issuer and each Guarantor.
- (b) Upon the execution of the Documents as referred to in Condition 12(a) above, the Substitute shall be deemed to be named in the Notes as the principal debtor in place of the Issuer (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer (or such previous substitute as aforesaid) from all of its obligations in respect of the Notes (but, for the avoidance of doubt, without prejudice to its obligations under its New Guarantee).
- (c) The Documents shall be deposited with and held by the Domiciliary Agent for so long as any Note remains outstanding and for so long as any claim made against the Substitute or any Guarantor or (if different) the Issuer by any Noteholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substitute and each Guarantor and (if different) the Issuer shall acknowledge in the Documents the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes or the Documents.
- (d) Not later than 15 Business Days in London after the execution of the Documents, the Substitute shall give notice thereof to the Noteholders in accordance with Condition 11 (*Notices*).

13. **MEETINGS OF NOTEHOLDERS AND MODIFICATION**

The provisions for convening meetings of Noteholders to consider matters relating to the Notes, the powers of such meetings, including in respect of the modification of any provision of these Conditions, and the organisation of such meetings are set out in Schedule 1 to these Conditions (which schedule forms an integral part of these Conditions), provided that, where any provision of these Conditions relating to meetings of Noteholders or any provision of Schedule 1 would conflict with any mandatory provisions of law applicable to the Issuer (including the provisions of the Belgian Companies Code as long as they cannot be derogated from), such mandatory provisions shall prevail over the provisions of this Condition and such Schedule (without otherwise affecting the validity thereof).

Subject as aforesaid, any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by the Issuer upon the request in writing of Noteholders holding not less than one-fifth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, one or more persons being or representing Noteholders whatever the aggregate principal amount of the Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether or not they are present at the meeting and whether or not they vote in favour thereof.

The Domiciliary Agent and the Issuer may agree, without the consent of the Noteholders, to:

- (a) any modification of the Notes or the Domiciliary Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes or the Domiciliary Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 11 (*Notices*) as soon as practicable thereafter.

14. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the

amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

16. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

16.1 **Governing law**

The Guarantees, the Deed of Covenant, the Notes (other than any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 with respect to the rules laid down in the Belgian Companies Code), and any non-contractual obligations arising out of or in connection with the Guarantees, the Deed of Covenant and the Notes (other than any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 with respect to the rules laid down in the Belgian Companies Code) are governed by, and shall be construed in accordance with, English law. The Domiciliary Agency Agreement and any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 with respect to the rules laid down in the Belgian Companies Code, and any non-contractual obligations arising out of or in connection with the Domiciliary Agency Agreement and any matter relating to title to, and the dematerialised form of, the Notes, and Condition 13 with respect to the rules laid down in the Belgian Companies Code, are governed by, and shall be construed in accordance with, Belgian law.

16.2 **Submission to jurisdiction**

The Issuer irrevocably agrees, for the benefit of the Noteholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes (including any disputes relating to any non-contractual obligations arising out of or in connection with the Notes) and accordingly submits to the exclusive jurisdiction of the English courts.

The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. To the extent permitted by applicable law, the Noteholders may take any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes and (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Notes) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

16.3 **Appointment of Process Agent**

The Issuer and each Guarantor appoints AB InBev UK Limited at its registered office at Porter Tun House, 500 Capability Green, Luton, Bedfordshire, LU1 3LS, United Kingdom as its agent for service of process for Proceedings in England, and undertakes that, in the event of AB InBev UK Limited ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings in England. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

16.4 **Other documents**

The Issuer and each Guarantor has in the Guarantees and the Deed of Covenant submitted to the jurisdiction of the English courts and appointed, or will be required to appoint, an agent for service of process in terms substantially similar to those set out above. It is expressly stated in the Domiciliary Agency Agreement that the courts of Belgium will have exclusive jurisdiction to settle disputes which may arise from or in connection with the Domiciliary Agency Agreement and accordingly any legal action or proceedings arising from or in connection with the Domiciliary Agency Agreement shall be brought before such courts.

Schedule 1

Provisions for meetings of Noteholders

1. Definitions

In the Conditions and this Schedule, the following expressions have the following meanings:

"Block Voting Instruction" means, in relation to any Meeting, a document in the English language issued by a Recognised Accountholder or the X/N Clearing System:

- (a) certifying that Notes (the **"blocked Notes"**) (not being Notes in respect of which a Voting Certificate has been issued and is outstanding with respect to such Meeting) of a principal amount outstanding were blocked by it and held under its control or to its order and will not be released until the earlier of:
 - (i) the conclusion of the Meeting; and
 - (ii) the surrender to such Recognised Accountholder or the X/N Clearing System, not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, 48 hours before the time fixed for its resumption), of the receipt for the blocked Notes and notification thereof by such Recognised Accountholder or the X/N Clearing System to the Issuer (or an agent appointed by the Issuer for such purpose);
- (b) certifying that the holder of such blocked Note or a duly authorised person on its behalf has instructed the relevant Recognised Account Holder or the X/N Clearing System that the votes attributable to such blocked Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the period of 48 hours before the time fixed for its resumption), such instructions may not be amended or revoked;
- (c) listing the total principal amount of the blocked Notes, distinguishing for each resolution between the principal amount in respect of which instructions have been given to vote for, or against, the resolution; and
- (d) authorising a named individual or individuals to vote in respect of the blocked Notes in accordance with such instructions;

"Chairperson" means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 7 (*Chairperson*);

"Extraordinary Resolution" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a majority of not less than three quarters of the votes cast;

"Meeting" means a meeting of Noteholders (whether originally convened or resumed following an adjournment);

"Ordinary Resolution" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a clear majority of the votes cast;

"Proxy" means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction other than:

- (a) any such person whose appointment has been revoked and in relation to whom the Issuer (or an agent appointed by the Issuer for such purpose) has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

"Recognised Accountholder" means an entity recognised as an account holder in accordance with the Belgian Companies Code;

"Relevant Fraction" means:

- (a) for all business (including any Ordinary Resolution) other than voting on an Extraordinary Resolution, one tenth;
- (b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, one more than half; and
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, three quarters;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum it means:

- (i) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting; and
- (ii) for voting on any Extraordinary Resolution relating to a Reserved Matter, one quarter;

"Reserved Matter" means any proposal;

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;
- (b) reduction in any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms;
- (c) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed, in each case other than in accordance with or permitted by the Conditions (including as a consequence of a Permitted Reorganisation (Issuer));
- (d) to change the currency in which amounts due in respect of the Notes are payable;
- (e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or
- (f) to amend this definition;

"Voter" means, in relation to any Meeting, the bearer of a Voting Certificate or a Proxy;

"Voting Certificate" means, in relation to any Meeting, a document in the English language issued by a Recognised Accountholder or the X/N Clearing System:

- (a) certifying that Notes (the **"blocked Notes"**) (not being Notes in respect of which a Block Voting Certificate has been issued and is outstanding with respect to such Meeting) of a principal amount outstanding were blocked by it and held under its control or to its order and will not be released until the earlier of:
 - (i) the conclusion of the Meeting; and
 - (ii) the surrender of such certificate to such Recognised Accountholder or the X/N Clearing System; and
- (b) stating that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the blocked Notes;

"Written Resolution" means a resolution in writing signed by or on behalf of holders of Notes, who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, holding not less than 75% in principal amount of the Notes outstanding, whether contained in

one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes;

"**24 hours**" means a period of 24 hours including all or part of a day upon which banks are open for business in the place where the relevant Meeting is to be held (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

"**48 hours**" means 2 consecutive periods of 24 hours.

2. **Meetings of Noteholders**

Any Meeting shall be held in accordance with the Conditions and the provisions of this Schedule provided that, where any provision of the Conditions relating to meetings of Noteholders or any provision of this Schedule would conflict with any mandatory provisions of law applicable to the Issuer (including the provisions of the Belgian Companies Code as long as they cannot be derogated from), such mandatory provisions shall prevail over the provisions of this Schedule (without otherwise affecting the validity of this Schedule).

3. **Issue of Voting Certificates and Block Voting Instructions**

The holder of a Note may obtain a Voting Certificate from any Recognised Account Holder or the X/N Clearing System or require any Recognised Account Holder or the X/N Clearing System to issue a Block Voting Instruction by arranging for such Notes to be (to its satisfaction) held to its order or under its control or blocked not later than 48 hours before the time fixed for the relevant Meeting. A Voting Certificate or Block Voting Instruction shall be valid until the release of the blocked Notes to which it relates in accordance with its terms. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

4. **Validity of Block Voting Instructions and Voting Certificates**

A Block Voting Instruction and/or Voting Certificate shall be valid only if it is deposited at the registered office of the Issuer or at such other place as directed by the Issuer at least 48 hours before the time fixed for the relevant Meeting or the Chairperson decides otherwise before the Meeting proceeds to business. The Issuer shall not be obliged to investigate the validity of any Block Voting Instruction, the authority of any Proxy or the validity of any Voting Certificate.

5. **Convening of Meeting**

The Issuer may convene a Meeting at any time, and shall be obliged to do so upon the request in writing of Noteholders holding not less than one fifth of the aggregate principal amount of the outstanding Notes.

6. **Notice**

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given by the Issuer to the Noteholders and the Domiciliary Agent. The notice shall set out the full text of any resolutions to be proposed and shall indicate how Noteholders may appoint proxies or representatives, obtain Voting Certificates and use Block Voting Instructions and the details of the time limits applicable.

7. **Chairperson**

An individual (who may, but need not, be a Noteholder) nominated in writing by the Issuer may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting.

8. **Quorum**

The quorum at any Meeting shall be one or more Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes.

9. **Adjournment for want of quorum**

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting, it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place as the Chairperson determines; *provided, however, that:*
 - (i) the Meeting shall be dissolved if the Issuer so decides; and
 - (ii) no Meeting may be adjourned more than once for want of a quorum.

10. **Adjourned Meeting**

The Chairperson may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

11. **Notice following adjournment**

Paragraph 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

12. **Participation**

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) representatives of the Issuer, the Domiciliary Agent and any agent appointed by the Issuer in for the purposes of such meeting;
- (c) the financial advisers of the Issuer;
- (d) the legal counsel to the Issuer and the Domiciliary Agent; and
- (e) any other person approved by the Meeting.

The Issuer may require in respect of any person attending a Meeting on behalf of a legal entity, evidence of the due authorisation (in the form as required by the Issuer for such meeting) of such person to act as representative of such legal entity.

13. **Show of hands**

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration

that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

14. **Poll**

A demand for a poll shall be valid if it is made by the Chairperson, the Issuer or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairperson directs, but any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairperson directs.

15. **Votes**

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by him by the unit of currency in which the Notes are denominated.

In the case of a voting tie the Chairperson shall have a casting vote.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way.

16. **Validity of Votes by Proxies**

Any vote by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that the Issuer has not been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment (including in the case of an adjournment for want of a quorum).

17. **Powers exercisable by Extraordinary Resolution**

A Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

- (a) to approve any Reserved Matter;
- (b) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any of the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;
- (c) to approve any proposal by the Issuer for any modification of any provision of the Deed of Covenant or any arrangement in respect of the obligations of the Issuer thereunder;
- (d) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes and the Deed of Covenant;
- (e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or the Deed of Covenant or any act or omission which might otherwise constitute an Event of Default under the Notes;
- (f) to authorise the Domiciliary Agent or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

- (g) to give any other authorisation or approval which is required to be given by Extraordinary Resolution; and
- (h) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution.

18. **Powers exercisable by Ordinary Resolution**

A Meeting shall have power (exercisable by Ordinary Resolution) without prejudice to any other powers conferred on it or any other person:

- (a) to approve any conservatory measures in the general interest of the Noteholders;
- (b) to approve the appointment of any representative to implement any Ordinary Resolution;
- (c) to approve any other decision which does not require an Extraordinary Resolution to be passed.

19. **Electronic communication**

For so long as the Notes are in dematerialised form and settled through the NBB-SSS, then, in respect of any resolution proposed by the Issuer:

19.1 ***Electronic Consent***

Where the terms of the resolution proposed by the Issuer have been notified to the Noteholders through the relevant clearing system(s) as provided in sub-paragraphs (a) and/or (b) below, the Issuer shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Domiciliary Agent or another agent specified by the Issuer for such purpose in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75% in principal amount of the Notes outstanding (the "**Required Proportion**") ("**Electronic Consent**") by close of business on the date of the blocking of their accounts in the relevant clearing system(s) (the "**Consent Date**"). Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. The Issuer shall not be liable or responsible to anyone for such reliance.

- (a) When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Noteholders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Noteholders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, the Consent Date by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).
- (b) If, on the Consent Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the party proposing such resolution (the "**Proposer**") so determines, be deemed to be defeated. Such determination shall be notified in writing to the Domiciliary Agent. Alternatively, the Proposer may give a further notice to Noteholders that the resolution will be proposed again on such date and for such period as shall be agreed with the Domiciliary Agent. Such notice must inform Noteholders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph (i) above. For the purpose of such further notice, references to "Consent Date" shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer which is not then the subject of a meeting that has been validly convened in accordance with paragraph 4 above.

19.2 **Written Resolution**

Where Electronic Consent is not being sought, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by holders of not less than 75% of the principal amount of the Notes. For the purpose of determining whether a resolution in writing has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer (a) by accountholders in the clearing system(s) with entitlements to the Notes or (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, the NBB-SSS, Euroclear, Clearstream or any other relevant alternative clearing system (the "relevant clearing system") and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or principal amount of Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

20. **Extraordinary Resolution and Ordinary Resolution binds all holders**

An Extraordinary Resolution and/or Ordinary Resolution shall be binding upon all Noteholders whether or not present at such Meeting or participating in a Written Resolution or Electronic Consent and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution and/or Ordinary Resolution shall be given to the Noteholders and the Domiciliary Agent (with a copy to the Issuer) within 14 days of the conclusion of the Meeting in the manner set forth in the Conditions.

21. **Issuer consent**

The consent of the Issuer is required in respect of the implementation of any Extraordinary Resolution or Ordinary Resolution.

22. **Minutes**

Minutes shall be made of all resolutions and proceedings at each Meeting. The Chairperson shall sign the minutes, which shall be prima facie evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

23. **Written Resolution or Electronic Consent**

A Written Resolution or Electronic Consent shall take effect as if it were an Extraordinary Resolution.

APPENDIX C - FORM OF THE NOTES

The following provides a description of the form of Notes that may be issued by the Issuer under the Programme and briefly sets out certain information relating to the X/N Clearing System.

FORM OF THE NOTES

Each Note will be issued in dematerialised form in accordance with the Belgian Companies Code and be represented by a book entry in the name of its owner or holder, or the owner's or holder's intermediary, in a securities account maintained by the X/N Clearing System or by a participant in the X/N Clearing System established in Belgium which has been approved as an account holder by Royal Decree.

The X/N Clearing System maintains securities accounts in the name of authorised participants only. Noteholders therefore will not normally hold their Notes directly in the X/N Clearing System, but will hold them in a securities account with a financial institution which is an authorised participant in the X/N Clearing System, or which holds them through another financial institution which is such an authorised participant. The Belgian Companies Code contains provisions aimed at protecting the Noteholders in the event of the insolvency of a financial institution through which Notes are held in the system. The Notes are then to be returned to the respective Noteholders, are not part of the insolvent financial institution's assets, and are not available to the creditors of that financial institution.

Most credit institutions established in Belgium, including Euroclear Bank SA/NV ("**Euroclear**"), are participants in the X/N Clearing System. Clearstream Banking S.A. ("**Clearstream, Luxembourg**") is an indirect participant in the X/N Clearing System through Clearstream Banking Frankfurt. The full list of participants in the X/N Clearing System, as amended or supplemented from time to time, can be found on www.nbb.be. Investors can thus hold their Notes in securities accounts in Euroclear, Clearstream, Luxembourg, and other CSDs that are direct or indirect participants of the X/N Clearing System in the same way as they would for any other types of securities. The Notes so held shall be cleared in accordance with their usual procedures. The clearing and settlement systems of the NBB, Euroclear, Clearstream, Luxembourg, and any other CSD function under the responsibility of their respective operators. The Issuer, the Guarantors and the Domiciliary Agent shall have no responsibility in this respect.

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