

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE U.S. OR TO U.S. PERSONS EXCEPT AS DESCRIBED BELOW.

IMPORTANT: You must read the following before continuing. The following applies to the Base Prospectus following this page and you are therefore advised to read this carefully before reading, accessing or making any other use of the Base Prospectus. In accessing the Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION OF THE DOCUMENT CONSTITUTES AN OFFER OF SECURITIES FOR SALE OR A SOLICITATION OF AN OFFER TO BUY IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO OR TO U.S. PERSONS. THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "**SECURITIES ACT**"). SUBJECT TO CERTAIN EXCEPTIONS, SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS. TERMS USED IN THIS PARAGRAPH HAVE THE MEANING GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

THE FOLLOWING BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS OR TO U.S. PERSONS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your Representation: This Base Prospectus is being sent at your request and by accepting the e-mail and accessing the Base Prospectus, you shall be deemed to have represented to us that you consent to delivery of this Base Prospectus by electronic transmission and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the U.S., its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any State of the United States or the District of Columbia and that you are not a U.S. person.

You are reminded that this Base Prospectus has been delivered to you on the basis that you are a person into whose possession the Base Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Base Prospectus to any other person.

The Base Prospectus does not constitute, and may not be used in conjunction with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

This Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer nor the Guarantors nor the Dealers accept any liability or responsibility whatsoever in respect of any difference between the Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Issuer.

This Base Prospectus is being distributed only to and directed only at (i) persons who are outside the United Kingdom, (ii) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or (iii) those persons to whom it may otherwise lawfully be distributed (all such persons together being referred to as "**relevant persons**"). This Base Prospectus is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Base Prospectus relates is available only to relevant persons and will be engaged in only with relevant persons.



ANHEUSER-BUSCH INBEV SA/NV

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

as Issuer on the basis set out below

€20,000,000,000

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 company incorporated under the laws of the Grand Duchy of Luxembourg with registered office at 5, rue Gabriel Lippmann, L-5365 Munsbach, Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 80.984)

BRANDBREW S.A.

(a company incorporated under the laws of the Grand Duchy of Luxembourg with registered office at 5, rue Gabriel Lippmann, L-5365 Munsbach, 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)

Under this €20,000,000,000 Euro Medium Term Note Programme (the "**Programme**") Anheuser-Busch InBev SA/NV (the "**Issuer**") may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

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 (together the "**Guarantors**" and each a "**Guarantor**" and, together with the Issuer, the "**Obligors**").

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €20,000,000,000 (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 "*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.

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 Directive 2003/71/EC, as amended, (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 2004/39/EC on markets in financial instruments. 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.

Notice of the aggregate nominal 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 a final terms document (the "**Final Terms**") which will be filed with the FCA and the London Stock Exchange.

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.

The Programme has been rated "A2" (Senior Unsecured) and "P-1" (Short-Term) by Moody's Investors Service, Inc. ("**Moody's**") and "A" (Senior Unsecured) and "A-1" (Short-Term) by Standard & Poor's Credit Market Services 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 the "*Summary*" section of this Base Prospectus and to "*Credit ratings may not reflect all risks*" in the "*Risk Factors*" section 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.

An investment in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantors to fulfil their respective obligations under the Notes are discussed under "*Risk Factors*" below.

Arranger

DEUTSCHE BANK

Dealers

Barclays
BNP PARIBAS
BNP Paribas Fortis
Deutsche Bank
ING

J.P. Morgan
MUFG
Mizuho Securities
Santander Global Banking & Markets
The Royal Bank of Scotland

The date of this Base Prospectus is 21 August 2014

This Base Prospectus comprises a base prospectus for the purposes of Article 5.1 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area (the "**Prospectus Directive**").

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

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

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 the United Kingdom (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 "*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 relevant Final Terms;
- (ii) any financial intermediaries specified in the applicable Final Terms; 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 2004/39/EC of the European Parliament and of the Council on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction ("**MiFID**"); 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 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.

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.

Investment Considerations

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 "*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 Obligor. 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 Obligor 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 Obligor 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 Obligor 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 "*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 Obligor 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 Obligor 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 "*Subscription and Sale*").

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) "**Sterling**" 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) "**yen**", refer to the lawful currency for the time being of Japan, (vii) "**CHF**" and "**Swiss francs**" refer to the lawful currency for the time being of Switzerland, and (viii) "**MXN**" and "**Mexican Pesos**" refer to the lawful currency for the time being of Mexico.

In this Base Prospectus references to:

- "**the Issuer**" are to Anheuser-Busch InBev SA/NV;
- "**Group**" are to Anheuser-Busch InBev SA/NV and the group of companies owned and/or controlled by Anheuser-Busch InBev SA/NV;
- "**InBev**" or the "**InBev Group**" are to InBev SA/NV or InBev SA/NV and the group of companies owned and/or controlled by InBev SA/NV, as existing prior to the closing of the Anheuser-Busch acquisition;

- **"Anheuser-Busch Companies"** are to Anheuser-Busch Companies, LLC, a Delaware limited liability company (formerly Anheuser-Busch Companies, Inc., a Delaware corporation, converted to Anheuser-Busch Companies, LLC, pursuant to Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act; such conversion became effective on 1 October 2011) and the group of companies owned and/or controlled by Anheuser-Busch Companies, LLC, as the context requires; and
- **"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.

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, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. 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 be ended 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.

Forward-Looking Statements

This Base Prospectus contains certain forward-looking statements and information relating to the Obligors that are based on beliefs of their respective management, as well as assumptions made by and information currently available to the Obligors. When used in this Base Prospectus, the words or phrases **"will likely result", "are expected to", "will continue", "is anticipated", "anticipate", "estimate", "project", "may", "might", "could", "believe", "expect", "plan", "potential"** and similar expressions, as they relate to the Obligors or their management, are intended to identify forward-looking statements. These statements are subject to certain risks and uncertainties. Actual results may differ materially from these suggested by those statements, due to, amongst others, the risks or uncertainties listed below. See also the section entitled *"Risk Factors"* for further discussion of risks and uncertainties that could impact the business of the Obligors.

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 the Obligors' 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 its customers and its assessment of that impact;
- financial risks, such as interest rate risk, foreign exchange rate risk, commodity risk, asset price risk, equity market risk, counterparty risk, sovereign risk, liquidity risk, inflation or deflation;
- changes in government policies and currency controls;
- tax consequences of restructuring and the Group's ability to optimise its tax rate;

- 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* and other central banks;
- changes in applicable laws, regulations and taxes in jurisdictions in which the Group operates, including the laws and regulations governing its operations, changes to tax benefit programmes 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, 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 announced combination with Grupo Modelo, S.A.B. de C.V. ("**Grupo Modelo**"), joint ventures, strategic alliances or divestiture plans, and the Group's ability to successfully integrate the operations of businesses or other assets that the Group acquires;
- the outcome of pending and future litigation 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;
- the Group's success in managing the risks involved in the foregoing; and
- the risk of unexpected consequences resulting from corporate restructurings, as defined below, and the Group's ability to successfully and cost-effectively implement them and capture their intended benefits.

The Issuer's 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.

The forward-looking statements in this Base Prospectus are further qualified by the risk factors disclosed in the section entitled "*Risk Factors*" that could cause actual results to differ materially from those in the forward-looking statements. Subject to the Issuer's obligations under Belgian and U.S. law in relation to disclosure and ongoing information, the Issuer 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 2013 and 2012, and for the three years ended 31 December 2013, 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 2013 and 2012, and for the three years ended 31 December 2013.

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.

The Group defines EBITDA as profit from operations before amortisation, depreciation and impairment. EBITDA is a supplemental measure of the Group's performance and liquidity that is not required by or presented in accordance with IFRS. EBITDA should not be considered as an alternative to IFRS measures, such as profit before tax and profit. The Group uses EBITDA to facilitate operating performance comparisons and because it believes it is frequently used by securities analysts. EBITDA has limitations as an analytical tool, and prospective purchasers should not consider it 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 operating activities of the Issuer and its subsidiaries or of companies acquired by it) or other statements presented in this Base Prospectus regarding the position of the Issuer (or of companies acquired by it) relative to its competitors largely reflect the best estimates of the Issuer'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 the Issuer's management's assessment of the Group's comparative competitive position, have been derived by comparing the Group's sales figures for the relevant period to the Issuer's management's 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 Plato Logic Limited and AC Nielsen, as well as Beer Institute and Symphony IRI (for the United States), the Brewers Association of Canada (for Canada), CCR (for Ecuador, Paraguay and Peru), CIES (for Bolivia), AC Nielsen (for Argentina, Brazil, Russia and Ukraine), FECU (for Chile), Belgian Brewers (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 (for France), Associazione degli Industriali della Birra e del Malto (for Italy) 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.

Unless otherwise specified, volumes, as used in this Base Prospectus, include both beer and non-beer (primarily carbonated soft drinks) volumes. In addition, unless otherwise specified, the Group's volumes include not only brands that the Group owns or licenses, 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. The Group's volume figures in this Base Prospectus reflect 100 per cent. of the volumes of entities that the Issuer fully consolidates in its financial reporting and a proportionate share of the volumes of entities that it proportionately consolidates in its financial reporting, but do not include volumes of the Issuer's associates or non-consolidated entities. The Issuer's *pro rata* share of volumes in Grupo Modelo and Tsingtao Brewery Co., Ltd. ("**Tsingtao**") (the latter of which it disposed of in June 2009) are not included in the reported volumes.

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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, 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 European Economic Area, 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 2004/39/EC) on the following basis:</p> <ul style="list-style-type: none"> (a) the relevant Public Offer must occur during the period from and including [●] to but excluding [●] (the "Offer Period"); (b) 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 must occur during the period from and including [●] to but excluding [●] (the "Offer Period"); (b) 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</p>

Section A – Introduction and Warnings		
		such Public Offer is made by the Authorised Offeror to the Investor.]

Section B – Issuer and Guarantors																				
B.1	Legal name of the Issuer: Commercial name of the Issuer:	Anheuser-Busch InBev SA/NV (the "Issuer") Anheuser Busch InBev																		
B.2	Domicile and legal form of the Issuer:	The Issuer is a public limited liability company (<i>naamloze vennootschap/société anonyme</i>) and was incorporated on 2 August 1977 for an unlimited duration under the laws of Belgium under the original name BEMES. 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.																		
B.4b	Trends:	The Issuer expects (i) United States industry volumes to be marginally down, with a stronger economy partly offset by challenging winter weather in 2014, (ii) the Mexican beer industry to return to growth, driven by stronger economic growth and (iii) Brazil beer industry volumes to grow, helped by the 2014 FIFA World Cup. In the first half of 2014 there has not been any materially adverse effect on the financial position and prospects of the Issuer and its consolidated subsidiaries taken as a whole (the "Group").																		
B.5	The Group:	The Issuer's most significant subsidiaries as of 31 December 2013 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>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>Ambev S.A. Rua Dr. Renato Paes de Barros 1017 3° Andar Itaim Bibi São Paulo</td><td>Brazil</td><td>62%</td><td>62%</td></tr><tr><td>Grupo Modelo, S.A.B. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico, DF</td><td>Mexico</td><td>96%</td><td>96%</td></tr></tbody></table> <p>For more detail see note 36 of the audited consolidated financial statements of the Issuer as of 31 December 2013 and 2012, and for the three years ended 31 December 2013.</p>			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 3° Andar Itaim Bibi São Paulo	Brazil	62%	62%	Grupo Modelo, S.A.B. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico, DF	Mexico	96%	96%
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 3° Andar Itaim Bibi São Paulo	Brazil	62%	62%																	
Grupo Modelo, S.A.B. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico, DF	Mexico	96%	96%																	
B.9	Profit Forecast:	Not Applicable.																		

Section B – Issuer and Guarantors

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 2013 and 2012.

Condensed Consolidated Income Statement for the years ended 31 December 2013 and 2012

	2013				2012 ⁽¹⁾			
		Guarantors				Guarantors		
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	Subsidiary Guarantors	
				(million US dollar)				
Revenue	43,195 (17,594)	—	—	14,309	39,758	—	14,917	
Cost of sales)	—	—	(6,383)	(16,422)	—	(6,461)	
Gross profit	25,601	—	—	7,926	23,336	—	7,736	
Distribution expenses.....	(4,061)	—	—	(915)	(3,787)	—	(943)	
Sales and marketing expenses	(5,958)	—	—	(1,681)	(5,254)	—	(1,587)	
Administrative expenses	(2,539)	—	—	(263)	(2,200)	—	(267)	
Other operating income/(expenses)	990	835	—	(1,466)	652	790	(1,316)	
Fair value adjustments	6,410	—	—	6,415	—	—	—	
Profit from operations	20,443	835	—	10,016	12,747	790	3,623	
Net finance cost	(2,203)	(2,152)	(63)	2,454	(2,366)	(2,370)	427	
Share of result of associates	294	—	—	277	624	—	5	
Profit before tax	18,534	(1,317)	(63)	12,747	11,005	(1,580)	4,055	
Income tax expense	(2,016)	594	30	(1,259)	(1,680)	722	(1,321)	
Profit	16,518	(723)	(33)	11,488	9,325	(858)	2,734	
Income from subsidiaries	—	8,164	—	781	2,176	711	—	
Profit	16,518	7,441	(33)	12,269	9,325	1,318	3,445	
Attributable to:								
Equity holders of AB InBev	14,394	7,441	(33)	12,269	7,160	1,318	3,445	
Non-controlling interest	2,124	—	—	—	2,165	—	—	

(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).

Condensed Consolidated Balance Sheet as at 31 December 2013 and 2012

	2013				2012 ⁽¹⁾			
	Group	Guarantors			Group	Guarantors		
		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors		AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors
				(million US dollar)				
ASSETS								
Non-current assets								
Property, plant and equipment	20,889	—	—	5,171	16,461	—	—	5,475
Goodwill	69,927	—	—	32,654	51,766	—	—	32,654
Intangible assets	29,338	—	—	21,630	24,371	—	—	21,663
Investments in subsidiaries	—	60,641	—	17,251	—	52,897	—	3,602
Investments in associates	187	—	—	58	7,090	—	—	56
Deferred tax assets	1,180	—	14	—	807	—	—	—
Other non-current assets	1,455	377	5,128	70,418	1,496	365	—	33,479
	122,976	61,018	5,142	147,182	101,991	53,262	—	96,929
Current assets								
Inventories	2,950	—	—	632	2,500	—	—	636
Trade and other receivables	5,362	325	11	4,305	4,023	1,257	—	2,470
Cash and cash equivalents	9,839	8	216	11,258	7,051	362	—	9,793

Section B – Issuer and Guarantors

Investment securities	123	—	—	—	6,827	2,864	—	—
Other current assets	416	548	3	—	229	667	—	(528)
	<u>18,690</u>	<u>881</u>	<u>230</u>	<u>16,195</u>	<u>20,630</u>	<u>5,150</u>	<u>—</u>	<u>12,371</u>
	141,66							
Total assets	6	61,899	5,372	163,377	122,621	58,412	—	109,300
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev ...	50,365	21,628	232	94,611	41,154	15,555	—	74,837
Minority interest	4,943	—	—	10	4,299	—	—	10
	<u>55,308</u>	<u>21,628</u>	<u>232</u>	<u>94,621</u>	<u>45,453</u>	<u>15,555</u>	<u>—</u>	<u>74,847</u>
Non-current liabilities								
Interest-bearing loans and borrowings	41,274	35,019	5,084	32,566	38,951	39,309	—	8,690
Employee benefits	2,862	—	—	1,516	3,687	—	—	2,281
Deferred tax liabilities	12,841	—	—	10,799	11,168	—	—	10,677
Other non-current liabilities	3,754	—	—	533	2,954	—	—	717
	<u>60,731</u>	<u>35,019</u>	<u>5,084</u>	<u>45,414</u>	<u>56,760</u>	<u>39,309</u>	<u>—</u>	<u>22,365</u>
Current liabilities								
Interest-bearing loans and borrowings	7,846	4,758	—	4,662	5,390	3,081	—	2,761
Income tax payable	1,105	—	—	431	543	—	—	—
Trade and other payables	16,474	455	56	3,536	14,295	467	—	4,286
Other current liabilities	202	39	—	14,713	180	—	—	5,041
	<u>25,627</u>	<u>5,252</u>	<u>56</u>	<u>23,342</u>	<u>20,408</u>	<u>3,548</u>	<u>—</u>	<u>12,088</u>
Total equity and liabilities	6	61,899	5,372	163,377	122,621	58,412	—	109,300

(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).

Condensed Consolidated Cash Flow Statement for the years ended 31 December 2013 and 2012

	2013				2012 ⁽¹⁾		
		Guarantors				Guarantors	
		AB InBe v Worldwid e Inc	AB InBe v Finance Inc	Subsidiary v Guarant ors		AB InBe v Worldwid e Inc	AB InBe v Finance Inc
	Group				Group		

Section B – Issuer and Guarantors								
	Net proceeds from sale/(acquisition) of investment in short-term securities.....	6,707	2,864	—	—	(6,702)	(2,863)	—
	Net proceeds/(acquisition) of other assets	(145)	—	—	19	23	—	26
	Net repayments/(payments) of loans granted	131	—	(5,160)	(53,749)	14	—	(1,424)
	CASH FLOW FROM INVESTING ACTIVITIES	(10,281)	2,861	(5,160)	(55,148)	(11,341)	(2,877)	(1,840)
	FINANCING ACTIVITIES							
	Intra-group capital reimbursements	—	(1,500)	250	423	—	90	2,089
	Proceeds from borrowings	22,464	2,546	5,197	48,730	18,463	7,501	3,418
	Payments on borrowings	(18,006)	(5,090)	(53)	(4,219)	(14,814)	(3,736)	(4,336)
	Cash received for deferred shares instrument	1,500	—	—	—	—	—	—
	Other financing activities	636	—	(34)	1,145	145	(67)	(623)
	Dividends paid	(6,253)	(1,500)	—	(4,130)	(3,632)	—	(3,799)
	CASH FLOW FROM FINANCING ACTIVITIES	341	(5,544)	5,360	41,949	162	3,788	(3,251)
	Net increase/(decrease) in cash and cash equivalents	3,924	(393)	216	(8,809)	2,089	(383)	61
	Cash and cash equivalents less bank overdrafts at beginning of year	7,051	362	—	4,760	5,312	745	4,767
	Effect of exchange rate fluctuations	(1,142)	—	—	600	(350)	—	(68)
	Cash and cash equivalents less bank overdrafts at end of year	9,833	(31)	216	(3,449)	7,051	362	4,760
	<p>(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).</p> <p><i>Statements of no significant or material adverse change</i></p> <p>There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2013, nor any significant change in the financial or trading position of the Issuer or the Group since 30 June 2014.</p>							
B.13	Recent Events:	Not applicable.						
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 portfolio of over 200 beer brands and has a global footprint with an exposure to both mature and emerging markets and production facilities spread across six geographic regions.						
		<p>The production facilities and other assets of the Group are predominantly located in the same geographical areas as its customers. 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.</p> <p>Local production also helps to reduce, but not eliminate, exposure to currency movements.</p>						
B.16	Controlling Persons:	The Group's controlling shareholder is the Stichting, a foundation (<i>stichting</i>) organised under the laws of the Netherlands which represents						

Section B – Issuer and Guarantors		
		<p>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 that were previously the controlling shareholders of Ambev (represented by BRC S.à.R.L).</p> <p>As of 15 January 2014, the Stichting represented a 41.24 per cent. 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 52.20 per cent.) based on the number of its shares outstanding as of 15 January 2014. The Stichting is governed by its bylaws and its conditions of administration.</p>
B.17	Ratings assigned to the Issuer or its Debt Securities:	<p>The Programme has been rated "A2" (Senior Unsecured) and "P 1" (Short Term) by Moody's Investors Service, Inc. ("Moody's") and "A" (Senior Unsecured) and "A 1" (Short Term) by Standard & Poor's Credit Market Services Europe Limited ("S&P").</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 (or which has applied for registration and not been refused) 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:	<p>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.</p>
B.19	Legal and Commercial names of the Guarantors:	<p>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.</p>
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</p>

Section B – Issuer and Guarantors		
		governance.
		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.
		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.
		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 5, rue Gabriel Lippmann, L-5365 Munsbach, 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>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 5, rue Gabriel Lippmann, L-5365 Munsbach, 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	Trends:	See " <i>Section B.4b – Trends</i> " above.
B.19	The Group:	See " <i>Section 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 " <i>Section B – B.12 – Key Financial Information</i> " above.
B.19	Recent Events:	Not applicable.
B.19	Dependence upon other	See " <i>Section B.14 – Dependence upon other entities within the Group</i> " above.

Section B – Issuer and Guarantors		
	entities within the Group:	
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>
		ABIWW acts as a financing vehicle of the Group and the holding company of Anheuser-Busch Companies.
		<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>
		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.
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 <i>[The Notes are issued as Series number [●], Tranche number [●].]</i></p>

Section C – The Notes		
		<i>[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].]</i>
		<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 account holder 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 an authorised participant in the X/N Clearing System, or which holds them through another financial institution which is such an authorised participant.</p> <p>Most credit institutions established in Belgium, including Euroclear Bank S.A./N.V. ("Euroclear"), are participants in the X/N Clearing System. Clearstream Banking, société anonyme ("Clearstream, Luxembourg") is also a participant in the X/N System. Investors can thus hold their Notes in securities accounts in Euroclear and Clearstream, Luxembourg in the same way as they would for any other types of securities. The Notes held in Euroclear and Clearstream, Luxembourg shall be cleared in accordance with their usual procedures.</p> <p>The clearing and settlement systems of the National Bank of Belgium (the "NBB"), Euroclear and Clearstream, Luxembourg 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 <i>[ISIN Code: [●]]</i> <i>Common Code: [●]]</i></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 <i>[The Notes are denominated in [●].]</i></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	<p>Status of the Notes: The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3.1 (<i>Negative Pledge</i>)) unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be</p>

Section C – The Notes		
	<p>Ranking and Limitations to those Rights:</p>	<p>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 <i>[Status of the Notes: [The Notes constitute direct, general and unconditional obligations of the Issuer which rank at least pari passu 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.]</i></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 <i>[Status of the Guarantee: [The Guarantee of the Notes constitute direct, general and unconditional obligations of the Guarantors which rank at least pari passu 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.]]</i></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 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 will have the benefit of a cross acceleration subject to a threshold of EUR100,000,000 (or its equivalent in any other currency).</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 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 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</p>

Section C – The Notes		
		accordance with, Belgian law.
		Enforcement of Notes: Individual investors' rights against the Issuer will be supported by a Deed of Covenant dated 21 August 2014 (the " Deed of Covenant "), a copy of which will be available for inspection at the specified office of the Domiciliary Agent.
C.9	The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:	<p>Interest: Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate based upon EURIBOR or LIBOR. 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 <i>[Interest: The Notes bear interest from [●] at a fixed rate of [●] per cent. per annum payable in arrear on [●].]</i></p> <p><i>[Interest: The Notes bear interest from [●] at a rate equal to the sum of [●] per cent. 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 [●].]</i></p> <p><i>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).]</i></p> <p><i>[Interest: The Notes do not bear interest.]</i></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> <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 FSMA by the Issuer.</p> <p>Issue-specific summary <i>[Maturity Date: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on [●].]</i></p>

Section C – The Notes		
		<p>Redemption: Notes may be redeemable at par or at such other Redemption Amount as may be specified in the relevant Final Terms.</p> <p>Issue-specific summary <i>[Final Redemption Amount: Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at its Final Redemption Amount of [●].]</i></p> <p>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.</p> <p>Issue-specific summary <i>[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.]</i></p> <p><i>[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.]</i></p> <p>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 or Belgium.</p>
		<p>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.</p> <p>Issue-specific summary <i>[Yield: Based upon the Issue Price of [●], at the Issue Date the anticipated yield of the Notes is [●] per cent. per annum.]</i></p>
		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 FCA and to trading on the Regulated Market of the London Stock Exchange.</p> <p>Issue-specific summary <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.]</i></p>

Section D – Risks		
D.2	Key Risks Specific to the Issuer and the Group:	<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>

Section D – Risks		
		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.
		There may be changes in legislation or interpretation of legislation by regulators or courts that may prohibit or reduce the ability of brewers to own wholesalers and distributors.
		If the Group does not successfully comply with laws and regulations designed to combat governmental corruption in countries in which it sells its products, 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.
		Competition 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 emerging 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.
		The Group's combination with Grupo Modelo has exposed the Group to significant costs. There may be potential difficulties in integrating Grupo Modelo into the Group's existing operations as well as the extraction of synergies from the transaction.
		An impairment of goodwill or other intangible assets would adversely affect the Group's financial condition and results of operations.
		Demand for the Group's products may be adversely affected by changes in consumer preferences and tastes.
		Seasonal consumption cycles and adverse weather conditions may result in fluctuations in demand for the Group's products.
		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.

Section D – Risks		
		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:	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 per cent. 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.
		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.

Section E - Offer		
E.2b	Reasons for the Offer and Use of Proceeds:	The net proceeds from each issue of Notes will be used 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.
E.3	Terms and Conditions of the Offer:	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.
		Issue-specific summary [The Issue Price of the Notes is [●] per cent. of their principal amount.]
E.4	Interests Material to the Issue:	The Issuer and the Guarantors have appointed Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, BNP Paribas Fortis Bank SA/NV, Deutsche Bank AG, London Branch, ING Bank NV, Belgian Branch, J.P. Morgan Securities plc, Mitsubishi UFJ Securities International plc, Mizuho International plc and The Royal Bank of Scotland 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 Dealer Agreement made between the Issuer, the Guarantors and the Dealers.

Section E - Offer		
		<p>Issue-specific summary <i>[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]</i></p>
		<p><i>[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 Dealer Agreement made between, amongst others, the Issuer, the Guarantors and the Dealer]</i></p>
E.7	Estimated Expenses:	<p>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.</p>

RISK FACTORS

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 industry(ies) in which each of them operates and the Notes summarised in the section of this Base Prospectus headed "Summary" 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 the section of this Base Prospectus headed "Summary" 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.

Factors that may affect the Obligors' ability to fulfil their obligations under Notes issued under the Programme

Risks relating to the Obligors and their activities

The Group is exposed to the risks of an economic recession, credit and capital market 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 market volatility and an economic or financial crisis, which could result in lower revenue and reduced profit.

Beer and soft drinks 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 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 demand for beer. Moreover, because a significant 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 "*Description of the Issuer – General Overview – Principal Activities and Products – Beer*".

Capital and credit market volatility, such as that experienced recently, may result in downward pressure on stock prices and credit capacity of issuers. 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 value of the Notes.

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

Although the Group reports its consolidated results in U.S. dollars, in 2013 the Group derived approximately 64.6 per cent. 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 the Group's operating companies' functional currencies and the U.S. dollar will affect its consolidated income statement and balance sheet when the results of those operating companies are translated into U.S. dollars for reporting purposes. 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. For example, in January 2014, the Argentinean peso underwent a severe devaluation, which is expected to decrease the Group's net assets in Argentina. The translation of results and cash flows of the company's Argentinean operations are also expected to be impacted.

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 hedge 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.

Moreover, although the Group seeks to proactively address and manage the relationship between borrowing currency liabilities and functional currency cash flows, much of its debt is denominated in U.S. dollars, while a significant portion of its cash flows are 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 the Group's audited financial information as of 31 December 2013 and 2012, and for the three years ended 31 December 2013, as set out in the Form 20-F filed with the Securities and Exchange Commission on 24 March 2014 (the "**Form 20-F**"), for further details on its 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, 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.

The Group cannot predict future availability or prices of the raw materials or commodities required for its products. The markets in certain raw materials or commodities have experienced, and may in the future experience, shortages and significant price fluctuations. 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 it 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.

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.

The Group may be required to raise additional funds for its future capital needs or 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. Furthermore, any debt financing, if available, may involve restrictive covenants.

On 26 February 2010, the Issuer entered into USD 17.2 billion of senior credit agreements, including a USD 13.0 billion senior facilities agreement (the **"2010 Senior Facilities Agreement"**) (of which USD 10.1 billion was ultimately drawn) that consisted of a USD 8.0 billion five-year revolving credit facility and a USD 5.0 billion three-year term facility. Effective 25 July 2011, the Issuer amended the terms of the 2010 Senior Facilities Agreement to provide for an extension of the USD 8.0 billion five-year revolving credit facility under the 2010 Senior Facilities Agreement. In connection with the amendment, the Issuer fully prepaid and terminated the USD 5.0 billion three-year term facility under the 2010 Senior Facilities Agreement. Effective 20 August 2013, the Issuer amended the terms of its USD 8.0 billion five-year revolving credit facility extending the provision of USD 7.2 billion to a revised maturity of July 2018. The terms of the 2010 Senior Facilities Agreement, as well as its intended use, are described under *"Material Contracts."*

In connection with the publicly-announced combination with Grupo Modelo S.A.B de C.V., the Issuer entered into a USD 14.0 billion senior facilities agreement (the **"2012 Senior Facilities Agreement"**) on 20 June 2012 that consisted of a USD 8.0 billion three-year term facility and a USD 6.0 billion term facility with a maximum maturity of two years from the funding date. In June 2013 the Issuer fully repaid the USD 8.0 billion it drew under Facility B (as defined below) to finance the combination with Grupo Modelo and terminated Facility B.

The Group also accesses the bond markets from time to time based on its financing needs. In January 2013, the Group issued a further USD 4.0 billion in senior unsecured bonds, EUR 500 million in Notes and CAD 1.2 billion in a private offering in Canada. Most recently, on 30 March 2014, the Group raised EUR 2.5 billion in Notes (its largest single issuance to date) for its general corporate purposes, by way of a triple issuance of EUR 850,000,000 Floating Rate Notes due 2018, EUR 650,000,000 1.95% Notes due 2021 and EUR 1,000,000,000 2.7% Notes due 2026.

The portion of the Group's consolidated balance sheet represented by debt will remain significantly higher as compared to the Group's historical position.

The Group's 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 flexibility in planning for, or reacting to, changes in the Group's business and the industry in which the Group operates;

- impairing the Group's ability to obtain additional financing in the future;
- requiring the Group to issue additional equity (possibly under unfavourable conditions); and
- placing the Group at a competitive disadvantage compared to the Group's competitors that have less debt.

Further, a credit rating downgrade could have a material adverse effect on the Issuer's ability to finance the Group's ongoing operations or to refinance the Group's existing indebtedness. In addition, if the Group fails to comply with the covenants or other terms of any agreements governing these facilities, its lenders will have the right to accelerate the maturity of that debt.

Priority has been given to deleveraging, with surplus free cash flow being used to reduce the level of outstanding debt. Deleveraging remains a priority and may restrict the amount of dividends the Group is able to pay.

In the absence of appropriate external growth opportunities and subject to maintaining an optimal capital structure, increasing cash flow generation should translate into increasing cash returned to shareholders, with dividends being a more predictable growing flow, balanced with share buy-back programmes. The Issuer's objective is to achieve a long-term dividend yield in line with other fast moving consumer goods companies, with low volatility consistent with the non-cyclical nature of the Group's business. In the event of a significant acquisition in the future, the Issuer may restrict temporarily the amount of dividends it pays in order to prioritise deleveraging and maintain an optimal capital structure.

The Group's ability to repay and renegotiate the Group's 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 Issuer'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 the Group's 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 it carries a significant level of debt. Nevertheless, pursuant to its capital structure policy, the Issuer 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 its weighted average cost of capital.

Some of the debt the Group has issued or incurred was issued or incurred at variable interest rates, which exposes it to changes in such interest rates. As of 31 December 2013, after certain hedging and fair value adjustments, USD 4.4 billion, or 8.9 per cent., of the Group's interest-bearing financial liabilities (which include loans, borrowings and bank overdrafts) bore a variable interest rate, while USD 44.7 billion, or 91.1 per cent., bore a fixed interest rate. Moreover, a significant part of its external debt is denominated in non-U.S. dollar currencies, including the euro, pounds sterling, Brazilian real and the Canadian dollar. 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 Group's audited financial statements as of 31 December 2013 and 2012, and for the three years ended 31 December 2013, as set out in the Form 20-F, for further details on the Group's approach to foreign currency and interest-rate risk.

Certain of the Group's operations depend on independent distributors or wholesalers to sell its products.

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 "*Description of the Issuer – General Overview – Distribution of Products*" and "*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 substantially all 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, the Group's 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 in a number of markets. 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.

There may be changes in legislation or interpretation of legislation by regulators or courts that may prohibit or reduce the ability of brewers to own wholesalers and distributors.

In certain countries the Group has interests in wholesalers and distributors, and such interests may be prohibited if legislation or interpretation of legislation changes. Any limitation imposed on the Group's ability to purchase or own any interest in distributors could adversely impact its business, results of operations and financial condition.

If the Group does not successfully comply with laws and regulations designed to combat governmental corruption in countries in which it sells its products, it could become subject to fines, penalties or other regulatory sanctions and its profitability could suffer.

The Group operates its business and markets its products in certain countries that are less developed, have less stability in legal systems and financial markets, and are potentially more corrupt business environments than Europe and the United States, and therefore present greater 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 the employees or representatives of the Issuer'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 and the U.K. Bribery Act. In respect of the U.S. Foreign Corrupt Practices Act, the Issuer has been informed by the U.S. Securities and Exchange Commission and the U.S. Department of Justice (the "DOJ") that they are conducting investigations into the relationships of the Issuer's affiliates in India, including the Issuer's non-consolidated Indian joint venture.

Competition could lead to a reduction of 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 the Group's 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.

Competition may divert consumers and customers from the Group's products. Competition in the Group's various markets and increased purchasing power of players in the Group's distribution channels could cause it to reduce pricing, increase capital investment, increase marketing and other expenditures, prevent it from

increasing prices to recover higher costs, and thereby cause it to reduce margins or lose market share. Moreover, because the Group relies on only a limited number of brands across a limited number of markets for the majority of its sales, any dilution of the Group's brands as a result of competitive trends could also lead to a significant erosion of its profitability. 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 introduces may not be successful, while competitors may be able to respond quicker than the Group can to emerging trends, such as the increasing consumer preference for "craft beers" produced by smaller 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 its profitability or ability to operate.

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

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. In particular, 37.3 per cent. (USD 16.1 billion) of the Group's total revenue of USD 43.2 billion in 2013 came from the Issuer's Brazilian listed subsidiary 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 ("**Ambev**"). In addition to the above, some of the Issuer's subsidiaries are subject to laws restricting their ability to pay dividends or the amount of dividends they may pay. If the Issuer is not able to obtain sufficient cash flows from its domestic and foreign subsidiaries and affiliated companies, this could adversely impact the Issuer's ability to pay dividends, and otherwise negatively impact its business, results of operations and financial condition.

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. The Group is pursuing a number of initiatives to improve operational efficiency. 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 emerging market risks, including the risks of devaluation, nationalisation and inflation.

A substantial proportion of the Group's operations, representing approximately 52.0 per cent. of its 2013 revenue, are carried out in emerging markets, including Brazil (which represents 23.7 per cent. of its revenue), Argentina, China, Mexico, Russia, Bolivia, Paraguay and Ukraine. The Group also has equity investments in brewers in China.

The Group's operations and equity investments in these markets are subject to the customary risks of operating in developing countries, which include potential political and economic uncertainty, application of exchange controls, nationalisation or expropriation, crime and lack of law enforcement, political insurrection, external interference, financial risks, changes in government policy, political and economic changes, changes in the relations between the 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. 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 the Group's ability to repatriate profits from those countries. Financial risks of operating in emerging markets also include risks of liquidity, inflation (for example, Brazil, Argentina and Russia have periodically experienced extremely high rates of inflation), devaluation (for example, the Brazilian and Argentine currencies have been devalued frequently during the last several decades, and the Argentinean peso underwent a severe devaluation in January 2014), price volatility, currency convertibility and country default. These various factors could adversely impact the Group's business, results of operations and financial condition. Due to the Group's geographic mix, these factors could affect it more than its competitors with less

exposure to emerging markets, and any general decline in emerging markets as a whole could impact the Group disproportionately compared to its competitors.

Economic and political events in Argentina may adversely affect the Group's Argentina operations.

The Issuer indirectly owns 100 per cent. of the total share capital of a holding company with operating subsidiaries in Argentina and other South American countries, the net revenues of which corresponded to 4.6 per cent. of the Group's total revenue and for the year ended 31 December 2013. In the past, the Argentine economic and social situation has rapidly deteriorated, and may quickly deteriorate in the future; no assurance can be provided that the Argentine economy will not rapidly deteriorate as it has in the past. The political instability, fluctuations in the economy, governmental actions concerning the economy of Argentina, the devaluation of the Argentine peso, inflation and deteriorating macroeconomic conditions in Argentina could indeed have a material adverse effect on the Group's Latin American South operations, their financial condition and their results. Also, if the economic or political situation in Argentina deteriorates, the Group's Latin American South operations may be subject to additional restrictions under new foreign exchange, export repatriation or expropriation regimes that could adversely affect its liquidity and operations, and the Group's ability to access such funds from Argentina. In January 2014, the Argentinean peso underwent a severe devaluation. The 2013 Argentinean full year results were translated at an average rate of 5.4466 Argentinean pesos per US dollar. The 2014 devaluation, and any further devaluation in the future is expected to decrease the Group's net assets in Argentina, with a balancing entry in the equity of the Group.

Political events in Ukraine, and related sanctions adopted by the European Union and the United States targeting Russia, may adversely affect the Group's operations in Ukraine, Russia and elsewhere in the region.

The Issuer indirectly owns 98.3 per cent. of the total share capital of SUN InBev Ukraine OJSC in Ukraine, the net revenues of which corresponded to 1.0 per cent. of its total revenue for the year ended 2013. The Group also owns and operates beer production facilities in Ukraine and Russia. Severe political instability threatens Ukraine following civilian riots, which began in November 2013, the ousting of the Ukrainian President in February 2014, and the subsequent military action in the destabilised country operating under a temporary government. Continued political instability, deteriorating macroeconomic conditions and actual or threatened military action in the region could have a material adverse effect on the Issuer's subsidiaries' operations in the region and on the results of operations of the Group's Europe segment.

The Group may not be able to successfully carry out further acquisitions and business integrations or restructuring.

The Group has made in the past and may make in the future acquisitions of, and investments in, joint venture and similar arrangements with other companies and businesses. The Group cannot make such further transactions unless it can identify suitable candidates and agree on the terms with them. After completion of a transaction, the Group may be required to integrate the acquired companies, businesses or operations into its existing operations. In addition, such transactions may involve the assumption of certain actual or potential, known or unknown, liabilities, which may have a potential impact on the Group's financial risk profile. Further, the price the Group may pay in any future transaction may prove to be too high as a result of various factors, such as a significant change in market conditions, the limited opportunity to conduct due diligence prior to a purchase or unexpected changes in the acquired business.

The Group's combination with Grupo Modelo has exposed the Group to risks related to the significant costs and potential difficulties in the integration of Grupo Modelo into the Group's existing operations and the extraction of synergies from the transaction.

Synergy

Achieving the advantages of the combination with Grupo Modelo will depend partly on the rapid and efficient combination of the Group's activities with Grupo Modelo, 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 involves inherent costs and uncertainties and there is no assurance that the combination with Grupo Modelo will achieve the anticipated business growth opportunities, cost savings, increased profits, synergies and other benefits the Group anticipates. The Group remains committed to delivering at least USD 1 billion in cost synergies by the end of 2016, with the majority of that by the end of 2015, and it believes the

consideration paid for the combination with Grupo Modelo is justified, in part, by the business growth opportunities, cost savings, increased profits, synergies, revenue benefits and other benefits Grupo Modelo expects to achieve by combining its operations with those of the Group. However, these expected business growth opportunities, cost savings, increased profits, synergies and other benefits may not develop, and the assumptions upon which the Group determined the consideration paid for the combination with Grupo Modelo may prove to be incorrect.

Implementation of the combination with Grupo Modelo and the successful integration of Grupo Modelo will also require a significant amount of management time and, thus, may affect or impair management's ability to run the business effectively during the period of the combination with Grupo Modelo and integration. In addition, the Group may not have, or be able to retain, employees with the appropriate skill sets for the tasks associated with its integration plan, which could adversely affect the integration of Grupo Modelo.

Although the estimated expense savings and revenue synergies contemplated by the combination with Grupo Modelo 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 settlement agreement the Group reached with the U.S. Department of Justice in relation to the combination with Grupo Modelo, includes a three-year transition services agreement to ensure the smooth transition of the operation of the Piedras Negras brewery as well as certain distribution guarantees for Constellation Brands, Inc. in the fifty 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 U.S. Department of Justice and the Monitoring Trustee appointed by them. Were the Group to fail to fulfill its obligations under the settlement, whether intentionally or inadvertently, it could be subject to monetary fines.

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

The Group has recognised significant goodwill on its balance sheet through acquisitions. For example, as a result of the combination with Grupo Modelo in 2013, the Group 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 life 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 the Group's balance sheet and recorded several brands from the Anheuser-Busch business (including brands in the Budweiser brand family) as intangible assets with indefinite life with a fair value of USD 21.4 billion.

As of 30 June 2014, the Group's goodwill amounted to USD 75.23 billion. If the Group's 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 the Group's products may be reduced in the future; concerns about product quality, even when unfounded, could tarnish the image and reputation of its products. For example, in late February 2013, lawsuits were filed against a member of the Group (which the Group intends to defend against) relating to the alcohol-by-volume levels in several of the Group's beer brands that allege that the products contain lower alcohol-by-volume levels than what is stated on the labels. 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 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.

Media coverage, and publicity generally, can exert significant influence on consumer behaviour and actions. If the social acceptability of beer or soft drinks were to decline significantly, sales of the Group's products could materially decrease. In recent years, there has been increased public and political attention directed at the alcoholic beverage and food and soft drink industries. This attention is the result of health concerns related to the harmful use of alcohol, including drunk driving, excessive, abusive and underage drinking as well as health concerns such as obesity and diabetes related to the overconsumption of food and soft-drinks. Negative publicity regarding alcohol or soft drink consumption, publication of studies that indicate a significant health risk from consumption of alcohol or soft drinks, or changes in consumer perceptions in relation to alcohol or soft drinks generally could adversely affect the sale and consumption of the Group's products and could harm its business, results of operations, cash flows or financial condition as consumers and customers change their purchasing patterns. For example, in May 2013, the World Health Assembly endorsed the World Health Organisation's ("WHO") Global Action Plan for the Prevention and Control of Non-Communicable Diseases ("NCDs") 2013–2020. The harmful use of alcohol has been cited as a risk factor for NCDs. The action plan for NCDs calls for at least a 10 per cent. relative reduction in the harmful use of alcohol, as appropriate, within national contexts. As a further example, the Russian authorities have adopted legislative changes linked to concerns about the harmful use of alcohol. In 2012, Russia adopted bans on the sale of beer in kiosks and the sale of beer between the hours of 11:00 pm and 8:00 am, a ban on beer advertisements on television, internet, printed media, radio and outdoor beer advertisements and a further increase in excise taxes. Between 2009 and 2014, the beer excise rate increased six times - from RUB 3/litre (USD 0.09/litre) to RUB 18/litre (USD 0.55/litre). Other legislative proposals discussed in Russia include a ban on PET packaging and restriction of PET packaging, stricter regulations on the ingredients and definition of "beer" and new labelling and health warning requirements, and an increase in the minimum drinking age. Similarly, in the Ukraine, the excise tax rate increased in 2013 from UAH 0.81/litre (USD 0.10/litre) to UAH 0.87/litre (USD 0.11/litre), and in early 2014, the government proposed a draft law with another excise increase of just over 8 per cent., in line with estimated inflation. The Ukrainian government also continues to look at proposals such as banning the sale of beer in kiosks and other points of sale close to social institutions, banning beer advertising and further increasing excise taxes. Concerns over alcohol abuse and underage drinking have also caused governments, including those in Argentina, Brazil, Russia, the United Kingdom and the United States, to consider measures such as increased taxation, implementation of minimum alcohol pricing or regimes or other restrictions upon the Group's commercial freedoms.

Key brand names are used by the Issuer, its subsidiaries, associates and joint ventures, and are licensed to third-party brewers. To the extent that the Issuer, 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 the Group continues to expand its operations into emerging and growth markets, there is a greater risk that the Group may be subject to negative publicity, in particular in relation to 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.

Demand for the Group's products may be adversely affected by changes in consumer preferences and tastes.

The Group depends on its ability to satisfy consumer preferences and tastes. Consumer preferences and tastes can change in unpredictable ways due to a variety of factors, such as changes in demographics, consumer health and wellness, concerns about obesity or alcohol consumption, product attributes and ingredients, changes in travel, vacation or leisure activity patterns, weather, negative publicity resulting from regulatory action or litigation against the Group 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. Failure by the Group to anticipate or respond adequately either to changes in consumer preferences and tastes or to developments in new forms of media and marketing could adversely impact its business, results of operations and financial condition.

Seasonal consumption cycles and adverse weather conditions may result in fluctuations in demand for the Group's products.

Seasonal consumption cycles and adverse weather conditions in the markets in which the Group operates may have an impact on its operations. This is particularly true in the summer months, when unseasonably cool or wet weather can affect sales volumes. Demand for beer is normally more depressed in the Group's major markets in the Northern Hemisphere during the first and fourth quarters of each year, and its consolidated net revenue from those markets is therefore normally lower during this time. Although this risk is somewhat mitigated by the Group's relatively balanced footprint in both hemispheres, it is relatively more exposed to the markets in the Northern Hemisphere than to the markets in the Southern Hemisphere, which could adversely impact its business, results of operations and financial condition.

Climate change, or legal, regulatory or market measures to address climate change, may negatively affect the Group's business or operations, and water scarcity or poor quality could negatively impact its production costs and capacity.

There is a growing concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather 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 that are necessary for its products, such as barley, hops, sugar and corn. 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 its business and results of operations.

The Group also faces water scarcity risks. The availability of clean water is a limited resource in many parts of the world, facing unprecedented challenges from climate change and the resulting change in precipitation patterns and frequency of extreme weather, overexploitation, increasing pollution, and poor water management. As demand for water continues to increase around the world, and as water becomes scarcer and the quality of available water deteriorates, the Group may be affected by increasing production costs or capacity constraints, which could adversely affect its 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 EU Emissions Trading Scheme (ETS). Potential risks might be incurred if the Group is not able to measure, track and disclose information accurately and in a timely manner, and the EU ETS could result in increased operational costs if the Group is unable to meet its compliance obligations and exceeds emission allocations. There is also a risk of new environmental regulation in many geographies where the Group operates, including the EU and the U.S.

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 are free from contaminants and that its packaging materials (such as bottles, crowns, cans and other containers) are free of defects. Such precautions include quality-control programmes and various technologies for primary materials, the production process and its final products. The Group has established procedures to correct problems detected.

In the event that 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 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 licensed by, it.

Although the Group has taken appropriate action to protect its portfolio of intellectual property rights (including trademark registration and domain names), it cannot be certain that the steps it has 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 efficient 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 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.

The Group relies on key third-party suppliers, including third-party suppliers for a range of raw materials for beer and soft drinks such as malted barley, corn grits, corn syrup, rice, hops, water, flavoured concentrate, fruit concentrate, sugar and sweetener, 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 seeks to limit its exposure to market fluctuations in these supplies by entering into medium- and long-term fixed-price arrangements. The Group has 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 Group's contractual obligations 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 this supplier, and this could have a material impact on the Group's production, distribution and sale of beer and soft drinks, and have a material adverse effect on its business, results of operations, cash flows or financial condition.

A number of key brand names are both licensed to third-party brewers and used by companies over which the Issuer does not have control. For instance, the Group's global brand Stella Artois is licensed to third parties in Algeria, Australia, Bulgaria, Croatia, Czech Republic, Hungary, Israel, New Zealand and Romania and another global brand, Corona, is licensed to Constellation Brands, Inc. for marketing and sales in fifty states of the United States, the District of Columbia and Guam, as well as related production in Mexico for those marketing and sales efforts. Corona is also distributed by third parties in over 100 countries worldwide, including Australia and New Zealand. Finally, Budweiser is licensed to third parties in, amongst other countries, Argentina, Japan, South Korea, Panama, Italy, Ireland and Spain. See "*Description of the Issuer – Licensing*" for more information in this respect. To the extent that one of these key brand names or the Issuer's joint ventures, investments in companies in which it does not own a controlling interest and its licensees are subject to negative publicity, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

The Group monitors brewing quality to ensure its high standards. To the extent that one of these key brand names or the Group's joint ventures, investments in companies in which it does not own a controlling interest and its licensees are 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. If these suppliers became unable to continue to meet the Group's requirements, and it is unable to develop alternative sources of supply, its operations and financial results could be adversely affected.

The consolidation of retailers may adversely affect the Group.

The retail industry in Europe and in many countries in which the Group operates continues to consolidate. Large retailers may seek to improve 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.

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

The Group's business is highly regulated in many of the countries in which it or its licensed third partners operate. The regulations adopted by the authorities in these countries govern many parts of its operations, including brewing, marketing and advertising (in particular to ensure the Group's advertising is directed to individuals of legal drinking age), transportation, distributor relationships and sales. 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 licenses. 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 its business, results of operations and financial condition. The Group may also be subject to laws and regulations aimed at reducing the availability of beer products in some of its markets to address alcohol abuse and other social issues. 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 its beer or soft drinks businesses.

The Group's facilities in the United States are subject to federal, state and local environmental protection laws and regulations. The Group complies with these laws and regulations or is currently taking action to comply with them. Certain states in the U.S. and various countries have adopted laws and regulations that require deposits on beverages or establish refillable bottle systems. Such laws generally increase beer prices above the costs of deposit and may result in sales declines. The United States Congress and other states continue to consider similar legislation, the adoption of which would impose higher operating costs on the Group while depressing sales volume.

The level of regulation to which the Group's businesses are subject can be affected by changes in the public perception of beer and soft drinks consumption. In recent years, there has been increased social and political attention in certain countries directed at the alcoholic beverage and soft drinks industries, and governmental bodies may respond to any public criticism by implementing further regulatory restrictions on advertising, opening hours, drinking ages or marketing activities (including the marketing or selling of beer at sporting events). Such public concern and any resulting restrictions may cause the social acceptability of beer or soft drinks to decline significantly and consumption trends to shift away from these products, which would have a material adverse effect on the Group's business, financial condition and results of operations. See also "*Description of the Issuer – General Overview*" and "*Description of the Issuer – Regulations Affecting the Issuer's Business*".

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 it. See "*Description of the Issuer – Legal and Arbitration Proceedings*" and note 32 to the Group's audited consolidated financial statements as of 31 December 2013 and 2012 respectively, and for the three years ended 31 December 2013, as set out in the Form 20-F, for a description of certain material contingencies which it 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 it to be reasonably possible.

Moreover, companies in the alcoholic beverage industry and soft drinks industry 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 alcohol and soft drinks. As an illustration, certain beer and 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 for the Group, this could have a material adverse effect on its business, results of operations, cash flows or financial position.

See also *"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 the Group's beer and non-beer products in the countries in which it operates is comprised of different taxes specific to each jurisdiction, such as excise and other indirect taxes. In many jurisdictions, such excise and other indirect taxes 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 its revenue or margins, both by reducing overall consumption of its 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 2013, Russia, Ukraine, Belgium and Peru increased beer excise taxes.

In Russia, between 2009 and 2014, the beer excise rate increased six times - from RUB 3/litre (USD 0.09/litre) to RUB 18/litre (USD 0.55/litre). Similarly, in the Ukraine, the excise tax rate increased in 2013 from UAH 0.81/litre (USD 0.10/litre) to UAH 0.87/litre (USD 0.11/litre), and in early 2014, the government proposed a draft law with another excise increase of just over 8 per cent., in line with estimated inflation. Another relevant tax increase in Ukraine came into effect on 1 January 2011, when the water tax further increased by 65 per cent. These tax increases have resulted in significant price increases in both countries, and continue to reduce the Group's business. See *"Negative publicity, perceived health risks and associated government regulations may harm the Group's business"* above.

The United States brewing industry is subject to significant taxation. The U.S. federal government currently levies an excise tax of \$18 per barrel (equivalent to 1.1734776 hectolitres) on beer sold for consumption in the United States. 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 2013, Rhode Island increased its beer excise tax rate from USD 3 per barrel to USD 3.30 per barrel.

Minimum pricing is another form of fiscal regulation that can affect the Group's profitability. In 2012, the Scottish Government legislated to introduce a minimum unit price for alcoholic beverages. However, the implementation faces a delay, as the measure has been challenged in the Scottish courts and at the EU level. In November 2012, the UK Government published for consultation its own proposal to introduce a minimum unit price for alcoholic beverages, and Northern Ireland and the Republic of Ireland are also considering introducing a cross-border minimum unit price for alcoholic beverages. Following the consultation, in July 2013, the UK government decided not to pursue minimum pricing. In October 2013, Northern Ireland and the Republic of Ireland decided to implement a cross-border minimum unit price for alcoholic beverages calculated on a sale price per gram of alcohol, although the question of legality under EU law remains to be determined.

Proposals to increase excise or other indirect taxes, including legislation regarding minimum alcohol pricing, may result from the current economic climate and may also be influenced by changes in the public perception regarding the consumption of alcohol and soft drinks. 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 its products, the results of its 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 Issuer and its subsidiaries will not become subject to higher corporate income tax rates or to new or modified taxation regulations and requirements. Any such increases or changes in taxation would tend to adversely impact the Group'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.

The Group is subject to antitrust and competition laws in the jurisdictions in which it operates and in a number of jurisdictions it produces and/or sells a significant portion of the beer consumed. Consequently, the Group may be subject to regulatory scrutiny in certain of these jurisdictions. For instance, the Issuer's Brazilian listed subsidiary, Ambev, has been subject to monitoring by antitrust authorities in Brazil (see *"Description of the*

Issuer – Antitrust Matters"). 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 or the enforcement of existing antitrust or competition laws, or any agreements with antitrust or competition authorities, against the Issuer or its subsidiaries, including Ambev, will not affect the Issuer's business or the businesses of its subsidiaries in the future.

The Group's operations are subject to environmental regulations, which could expose it to significant compliance costs and litigation relating to environmental issues.

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 which 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 it will not incur substantial environmental liability or that applicable environmental laws and regulations will not change or become more stringent in the future.

The Group operates a joint venture in Cuba, in which the Government of Cuba is its joint venture partner. Cuba has been identified by the U.S. Department of State as a state sponsor of terrorism and is targeted by broad and comprehensive economic and trade sanctions of the United States. The Group's operations in Cuba may adversely affect its reputation and the liquidity and value of its securities.

On 28 January 2014, a subsidiary of the Issuer's subsidiary Ambev acquired from an indirect subsidiary of the Issuer a 50 per cent. equity interest in Cerveceria Bucanero S.A., a Cuban company in the business of producing and selling beer. As a result, the Issuer owns indirectly, through Ambev, a 50 per cent. equity interest in Cerveceria Bucanero S.A.. The other 50 per cent. equity interest is owned by the Government of Cuba. Cerveceria Bucanero S.A. is operated as a joint venture, in which Ambev appoints the general manager. Cerveceria Bucanero S.A.'s main brands are Bucanero and Cristal. In 2013, Cerveceria Bucanero S.A. sold 1.3 million hectolitres, representing about 0.3 per cent. of the Group's global volume of 426 million hectolitres for the year. Although Cerveceria 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 the United States). Cerveceria Bucanero S.A. also imports and sells in Cuba a quantity of Beck's branded products produced by one of the Issuer's German subsidiaries that is less than 5,000 hectolitres.

Cuba has been identified by the United States government as a state sponsor of terrorism, and the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Commerce Department together administer and enforce broad and comprehensive economic and trade sanctions based on U.S. foreign policy towards Cuba. Although the Group's operations in Cuba are quantitatively immaterial, its overall business reputation may suffer, or the Group may face additional regulatory scrutiny as a result of its activities in Cuba based on Cuba's identification as a state sponsor of terrorism and target of U.S. economic and trade sanctions. In addition, there are initiatives by federal and state lawmakers in the United States, and certain U.S. institutional investors, including pension funds, to adopt laws, regulations or policies requiring divestment from, or reporting of interests in, or to facilitate divestment from, companies that do business with countries designated as state sponsors of terrorism, including Cuba. If investors decide to liquidate or otherwise divest their investments in companies that have operations of any magnitude in Cuba, the market in and value of the Group's securities could be adversely impacted.

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 United States. 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, the Issuer received notice of a claim purporting to be made under the Helms-Burton Act relating to the use of a trademark by Cerveceria Bucanero S.A., which is alleged to have been confiscated by the Cuban government and trafficked by the Issuer through its ownership and management of Cerveceria Bucanero S.A. Although the Issuer has attempted to review and evaluate the validity of the claim, due to the

uncertain underlying circumstances, it is currently unable to express a view as to the validity of such claims, or as to the standing of the claimants to pursue them.

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 over 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 the Group's workforce. In several of the Group's 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 the Group's 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 the Group's suppliers or the transport of the Group's products to the Group's customers. Such disruptions could put a strain on the Group's relationships with suppliers and clients and may have lasting effects on the Group's business even after the disputes with the Group's 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 the Group's 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 the Group's 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 the Group's business.

The Group's United States organisation has approximately 4,300 hourly brewery workers represented by the International Brotherhood of Teamsters. Their compensation and other terms of employment are governed by collective bargaining agreements that were recently re-negotiated and ratified in the spring of 2014 for a five year term.

Information technology failures could disrupt the Group's operations.

The Group relies on information technology systems to process, transmit, and store electronic information. 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 has also entered into various information technology services agreements pursuant to which its information technology infrastructure is outsourced to leading vendors.

In addition, concentration of processes in shared services centres means that any technology disruption could impact a large portion of its business within the operating zones served. If the Group does not allocate, and effectively manage, the resources necessary to build and sustain the proper technology infrastructure, it could be subject to transaction errors, processing inefficiencies, loss of customers, business disruptions, or the loss of or

damage to intellectual property through 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 disaster recovery plans and reviewing risk management processes. Notwithstanding the Group's efforts, technology disruptions could impact 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. More generally, technology disruptions could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

The Group experiences from time to time attempted breaches of its technology systems and networks. In 2012, the Group experienced, and expects to continue experiencing, attempted breaches of its technology systems and networks. None of the attempted breaches on its systems (as a result of cyber-attacks, security breaches or similar events) had a material impact on its business or operations or resulted in material unauthorised access to its data.

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

The Group's business and operating results could be negatively impacted by social, technical or physical risks such as earthquakes, hurricanes, flooding, fire, power loss, loss of water supply, telecommunications and information technology system failures, 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 cost of some of the Group's insurance policies could increase in the future. In addition, some types of losses, such as losses resulting from wars, acts of terrorism, or natural disasters, generally are not insured because they are either uninsurable or it is not economically practical to obtain insurance. Moreover, insurers recently have become more reluctant to insure against these types of events. In addition to maintaining insurance policies to cover various risks, the Group also uses self-insurance in certain areas. Should an uninsured loss (self-insured risks) or a loss in excess of insured limits occur, this could adversely impact the Group's business, results of operations and financial condition.

The audit report included in the Group's annual report is prepared by an auditor who is not inspected by the Public Company Accounting Oversight Board and, as such, investors do not have the benefits of such inspection.

Auditors of companies that are registered with the U.S. Securities and Exchange Commission and traded publicly in the United States, including the Group's independent registered public accounting firm, must be registered with the U.S. Public Company Accounting Oversight Board (United States) (the "PCAOB") and are required by the laws of the United States to undergo regular inspections by the PCAOB to assess their compliance with the laws of the United States and professional standards. Because the Group's auditors are located in Belgium, a jurisdiction where the PCAOB is currently unable to conduct inspections without the approval of the Belgian authorities, the Group's auditors are not currently inspected by the PCAOB.

This lack of PCAOB inspections in Belgium prevents the PCAOB from regularly evaluating audits and quality control procedures of any auditors operating in Belgium, including the Group's auditors. As a result, investors do not have the benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections of auditors in Belgium makes it more difficult to evaluate the effectiveness of the Group's auditor's audit procedures or quality control procedures as compared to auditors outside Belgium that are subject to PCAOB inspections.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

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. On an unconsolidated basis, the Issuer had guaranteed a total of USD 39.4 billion of debt as of 30 June 2014.

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, a Guarantor 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 per cent. 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/gerechtigde 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 per cent. 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. 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 filing of the request for a judicial restructuring with the relevant court). 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) 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 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.

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.

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 Notes generally

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

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.

EU Savings Directive.

Under EC Council Directive 2003/48/EC (the "**EU Savings Directive**") on the taxation of savings income in the form of interest, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid or collected by a paying agent (in the meaning of the EU Savings Directive) within its jurisdiction to an individual resident or a "residual entity" (in the meaning of Article 4.2 of the EU Savings Directive) established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead (unless during that period they elect otherwise) apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N°6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013.

A number of non-EU countries including Switzerland, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made or collected by a paying agent within its jurisdiction an individual resident or a "residual entity" (in the meaning of Article 4.2 of the EU Savings Directive). In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made or collected by a paying agent in a Member State to, an individual resident or "residual entity" established in one of those territories.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a paying agent with a specified office in a Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive.

The Council of the European Union formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the EU Savings Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

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 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 Brandbev Guaranteed Facilities or the Brandbrew Guaranteed Facilities, as the case may be, (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 Brandbev Guaranteed Facilities or the Brandbrew Guaranteed Facilities (as defined below), as the case may be; (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 Brandbev Guaranteed Facilities or the Brandbrew Guaranteed Facilities, as the case may be; and (iii) an amount equal to 100 per cent. of the greater of: (a) the sum of its own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (other than any subordinated debt already accounted for above) (both as referred to in 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**")) as reflected in its then most recent annual accounts approved by it (as audited by its *réviseur d'entreprises* (external auditor), if required by law); and (b) the sum of its own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (both as referred to in article 34 of the Law of 2002) as reflected in its filed annual accounts available as at the Issue Date of the first Tranche of the relevant Series.

In addition, the obligations and liabilities of a Luxembourg Guarantor under its Guarantee and under any of the Brandbev Guaranteed Facilities or the Brandbrew Guaranteed Facilities, as the case may be, shall not include any obligation which, if incurred, would constitute a breach of the provisions on financial assistance as defined by article 49-6 of the Luxembourg Law on Commercial Companies dated 10 August 1915, as amended, to the extent such or an equivalent provision is applicable to the relevant Luxembourg Guarantor.

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.

Under Luxembourg law it is acceptable for a Luxembourg company to grant a guarantee for the obligations of group companies, if the granting of such guarantee is justified by the group's interest. In such a case, it is generally considered that the guarantees/third party security granted for group purposes may not exceed the guarantor's financial capabilities. In the case at hand, there is a risk that, despite the guarantee limitation language referred to in Condition 2.2 (*Status of the Guarantees*), which limits the liability of each Luxembourg Guarantor to 100 per cent. of its own capital and subordinated debt, such Luxembourg Guarantor's guarantee may exceed its financial capabilities.

So far there exists no published Luxembourg case law on a guarantee given by a guarantor to support the obligations of group companies. However, based on foreign authorities, when a guarantee granted by a Luxembourg company exceeds the companies' financial capabilities, there is a certain risk that:

- (i) the guarantee could be held null and void and/or unenforceable; and
- (ii) in specific circumstances, the creditors who have taken advantage of the guarantee, might be liable in tort, in which case damages may be due to harmed third parties.

If a court were to find a guarantee given by a Guarantor, or a portion thereof, void or unenforceable as a result of such local laws or defences, or to the extent that agreed limitations on guarantees apply, holders would cease to have any claim in respect of that Guarantor and would be creditors solely of the Issuer and any remaining Guarantors and, if payment had already been made under the relevant guarantee, the court could require that the recipient return the payment to the relevant Guarantor.

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. If a market 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.

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 2013 and the audited consolidated statements of income, comprehensive income, changes in equity and cash flows for the three years ended 31 December 2013 (together the "**audited consolidated financial statements**") together with the notes thereto and the audit report thereon as contained on pages F-1 to F-81 of the annual report on Form 20-F of the Group as filed with the Securities and Exchange Commission on 24 March 2014.

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 34 to the audited financial statements for the three years ended 31 December 2013, 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 2014 as filed with the Securities and Exchange Commission on Form 6-K on 31 July 2014, except for the section entitled "Outlook" on page 22 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.

Following the publication of this Base Prospectus a supplement may be prepared by 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 <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>, the website of the Issuer, 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.

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.

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 S.A./N.V. ("**Euroclear**"), are participants in the X/N Clearing System. Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") is also a participant in the X/N System. Investors can thus hold their Notes in securities accounts in Euroclear and Clearstream, Luxembourg in the same way as they would for any other types of securities. The Notes held in Euroclear and Clearstream, Luxembourg shall be cleared in accordance with their usual procedures.

The clearing and settlement systems of the NBB, Euroclear and Clearstream, Luxembourg function under the responsibility of their respective operators. The Issuer, the Guarantors and the Domiciliary Agent shall have no responsibility in this respect.

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.

Final Terms dated [•]

ANHEUSER-BUSCH INBEV SA/NV

Issue of [Aggregate Nominal 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 €20,000,000,000
Euro Medium Term Note Programme**

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 (and amendments thereto, including the 2010 PD Amending Directive and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU **provided, however, that** all references in this document to the "Prospectus Directive" in relation to any Member State of the European Economic Area refer to Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant Member State), and include any relevant implementing measure in the relevant Member State.

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 21 August 2014 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 Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) (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) 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 21 August 2014 and which are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) (the "**Prospectus Directive**") and must be read in conjunction with the Base Prospectus dated 21 August 2014 [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 <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>), 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 Nominal Amount:
 (a) Series: [•]
 (b) Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
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: [[•] per cent. Fixed Rate]
 [[•] month [LIBOR/EURIBOR] +/- [•] per cent. 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]/[•] per cent. of their nominal 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]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
- (a) Rate(s) of Interest: [•] per cent. 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 cent. 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 cent. per annum
- (k) Minimum Rate of Interest: [[•] per cent. per annum/Not Applicable]
- (l) Maximum Rate of Interest: [[•] per cent. 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 cent. per annum]
16. **Zero Coupon Note Provisions:** [Applicable/Not Applicable]
- (a) Accrual Yield: [•] per cent. per annum
- (b) Reference Price: [•]
- (c) Any other formula/basis of determining amount payable: [•]

PROVISIONS RELATING TO REDEMPTION

17. **Issuer Call:** [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [•]
- (b) Optional Redemption Amount of each Note: [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]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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 authorised

Signed on behalf of Anheuser-Busch InBev Worldwide Inc.:

By:
Duly authorised

Signed on behalf of Brandbev S.à r.l.:

By:
Duly authorised

Signed on behalf of Brandbrew S.A.:

By:
Duly authorised

Signed on behalf of Cobrew NV:

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 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 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 AND TOTAL EXPENSES

- [(i)] Reasons for the offer: [•]
- [(ii)] Estimated net proceeds: [•]
- [(iii)] Estimated total expenses: [•]

5. YIELD (*Fixed Rate Notes only*)

Indication of yield: [•]

[The yield is calculated at the Issue Date on the basis of the Issuer 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) Any clearing system(s) other than the X/N Clearing System and the relevant identification number(s): [Not Applicable/[•]]
- (iv) Delivery: Delivery [against/free of] payment
- (v) Names and addresses of additional paying agent(s) (if any): Not Applicable]
- (vi) 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: [•] per cent. of the Aggregate Nominal Amount
- (v) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA not applicable]
- (vi) Public Offer: [Applicable][Not Applicable]
 - Public Offer Jurisdictions: [•]
 - Offer period: [•] until [•]
 - Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it: [•]

General Consent:	[Not Applicable][Applicable]
Other Authorised Offeror Terms:	[Not Applicable]/[•]

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]/[•]

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].

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**") 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 21 August 2014 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 on 21 August 2014. 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 21 August 2014 (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 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 within the meaning of Article 468 of 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 Article 468 of 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. Such participants include Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). 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 nominal 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 nominal amount of Notes equal to a nominal 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 nominal 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 nominal 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 nominal 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.

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 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* 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 (*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 Brandbev 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 Brandbev 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 Brandbev Guaranteed Facilities; and

(C) an amount equal to 100 per cent. of the greater of:

I the sum of Brandbev's own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (other than any subordinated debt already accounted for under Condition 2.2(b)(B) above) (both 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**")) as reflected in Brandbev's then most recent annual accounts approved by the competent organ of Brandbev (as audited by its external auditor (*réviseur d'entreprises*), if required by law) at the date an enforcement is made under its Guarantee; and

II the sum of Brandbev's own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (other than any subordinated debt already accounted for under Condition 2.2(b)(B) above) (both as referred to in article 34 of the *Law of 2002*) as reflected in its most recent annual accounts as available as at the Issue Date of the first Tranche of the relevant Series.

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 Brandbev Guaranteed Facilities.

- (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 Brandbrew 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 Brandbrew 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 Brandbrew Guaranteed Facilities; and
- (C) an amount equal to 100 per cent. of the greater of:
 - I the sum of Brandbrew's own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (other than any subordinated debt already accounted for under Condition 2.2(c)(B) above) (both as referred to in article 34 of the Law of 2002) as reflected in Brandbrew's then most recent annual accounts approved by the competent organ of Brandbrew (as audited by its external auditor (*réviseur d'entreprises*), if required by law) at the date an enforcement is made under its Guarantee; and
 - II the sum of Brandbrew's own capital (*capitaux propres*) and its subordinated debt (*dettes subordonnées*) (other than any subordinated debt already accounted for under Condition 2.2(c)(B) above) (both as referred to in article 34 of the Law of 2002) as reflected in its most recent annual accounts as available as at the Issue Date of the first Tranche of the relevant Series.

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 Brandbrew Guaranteed Facilities.

- (d) For the purposes of this Condition 2.2 (*Status of the Guarantees*):

"Brandbev Guaranteed Facilities" means:

- (i) the U.S.\$13,000,000,000 senior facilities agreement dated 26 February 2010, as amended from time to time between the Issuer, BNP Paribas Fortis SA/NV and others and acceded to by Brandbev on 20 December 2012;
- (ii) any debt securities guaranteed pursuant to the guarantee dated 18 November 2008 entered into by the Issuer and ABIWW and acceded to by Brandbev on 20 December 2012;
- (iii) any Notes issued under the Programme;
- (iv) any debt securities guaranteed by Brandbrew 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. (formerly The Bank of New York Mellon, New York Branch) as trustee and acceded to by Brandbev on 20 December 2012;
- (v) any bonds guaranteed by Brandbrew 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 and acceded to by Brandbev on 20 December 2012;

- (vi) any commercial paper issued by ABIWW and guaranteed by Brandbev pursuant to any ABIWW U.S. commercial paper programme;
- (vii) any commercial paper issued by ABIFI and guaranteed by Brandbev pursuant to any ABIFI U.S. commercial paper programme;
- (viii) any debt securities guaranteed by Brandbev under the Indenture among ABIFI, the Issuer, Brandbev, the other subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee entered into on 21 December 2012;
- (ix) any bonds guaranteed by Brandbev under the Indenture, dated 1 August 1995 among Anheuser-Busch Companies and The Bank of New York Mellon Trust Company, N.A., as trustee;
- (x) any bonds guaranteed by Brandbev under the Indenture, dated 1 July 2001 among Anheuser-Busch Companies and The Bank of New York Mellon Trust Company, N.A., as trustee; and
- (xi) any bonds guaranteed by Brandbev under the Indenture, dated 1 October 2007 among Anheuser-Busch Companies 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;

"Brandbev Subsidiaries" means each entity of which Brandbev has direct or indirect control or owns directly or indirectly more than 50 per cent. 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 Guaranteed Facilities" means:

- (i) the Existing Target Debt;
- (ii) any Notes issued under the Programme;
- (iii) the 2010 Senior Facilities Agreement;
- (iv) any commercial paper issued by ABIWW and guaranteed by Brandbrew pursuant to any ABIWW U.S. commercial paper programme;
- (v) any commercial paper issued by ABIFI and guaranteed by Brandbrew pursuant to any ABIFI U.S. commercial paper programme;
- (vi) the U.S.\$2,500,000,000 7.75 per cent. senior notes due 2019 and the U.S.\$1,250,000,000 8.20 per cent. senior notes due 2039 in each case issued by ABIWW on 12 January 2009, the U.S.\$1,550,000,000 5.375 per cent. senior notes due 2014, the U.S.\$1,000,000,000 6.875 per cent. senior notes due 2019 and the U.S.\$450,000,000 8.0 per cent. senior notes due 2039 in each case issued by ABIWW on 14 May 2009, the U.S.\$1,250,000,000 4.125 per cent. senior notes due 2015, the U.S.\$2,250,000,000 5.375 per cent. senior notes due 2020 and the U.S.\$500,000,000 6.375 per cent. senior notes due 2040 in each case issued by ABIWW on 16 October 2009, the U.S.\$750,000,000 3.625 per cent. senior notes due 2015 and the U.S.\$1,000,000,000 5.0 per cent. senior notes due 2020 in each case issued by ABIWW on 29 March 2010, BRL 750,000,000 9.750 per cent. Notes due 2015 issued by ABIWW on 17 November 2010, CAD 600 million 3.65 per cent. Senior Unsecured Notes

due 15 January 2016 issued by ABIWW on 15 December 2010, U.S.\$500,000,000 2.875 per cent. Notes due 2016 and USD \$500,000,000 4.375 per cent. Notes due 2021 in each case issued by ABIWW on 27 January 2011, the U.S.\$1,500,000,000 0.80 per cent. Notes due 2015, the U.S.\$2,000,000,000 1.375 per cent. Notes due 2017, the U.S.\$3,000,000,000 2.50 per cent. Notes due 2022 and the U.S.\$1,000,000,000 3.750 per cent. Notes due 2042 in each case issued by ABIWW on 16 July 2012, the U.S.\$1,000,000,000 0.80 per cent. Notes due 2016, the U.S.\$1,000,000,000 1.250 per cent. Notes due 2018, the U.S.\$1,250,000,000 2.625 per cent. Notes due 2023, and the U.S.\$750,000,000 4.00 per cent. Notes due 2043 in each case issued by ABIFI on 17 January 2013, the CAD 600,000,000 2.375 per cent. Notes due 2018 and the CAD 600,000,000 3.375 per cent. Notes due 2023 in each case issued by ABIFI on 25 January 2013, the U.S.\$300,000,000 Floating Rate Notes due 2017, the U.S.\$1,200,000,000 1.125 per cent. Notes due 2017, the U.S.\$250,000,000 Floating Rate Notes due 2019, the U.S.\$1,250,000,000 2.150 per cent. Notes due 2019, the U.S.\$1,400,000,000 3.700 per cent. Notes due 2024 and the U.S.\$850,000,000 4.625 per cent. Notes due 2044 in each case issued by ABIFI on 27 January 2014;

- (vii) any bonds guaranteed by 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;
- (viii) any bonds guaranteed by 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;
- (ix) any bonds guaranteed by 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; and
- (x) any debt securities guaranteed by Brandbrew under the Indenture among ABIFI, the Issuer, Brandbev, the other subsidiary guarantors listed therein and The Bank of New York Mellon Trust Company, N.A. as trustee entered into on 21 December 2012,

or any refinancing (in whole or part) of any of the above items for the same or a lower amount;

"Brandbrew Subsidiaries" means each entity of which Brandbrew has direct or indirect control or owns directly or indirectly more than 50 per cent. 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;

"Existing Target Debt" means the following loans, notes, debentures and bonds of Anheuser-Busch Companies:

- (i) 6.45 per cent Debentures due 1 September 2037;
- (ii) 5.50 per cent Notes due 15 January 2018;
- (iii) 6.75 per cent Debentures due 15 December 2027;
- (iv) 6.50 per cent Debentures due 1 January 2028;
- (v) 7.55 per cent Debentures due 1 October 2030;
- (vi) 6.80 per cent Debentures due 15 January 2031;
- (vii) 6.80 per cent Debentures due 20 August 2032;

- (viii) 6.00 per cent Debentures due 1 November 2041;
- (ix) 6.50 per cent Debentures due 1 May 2042;
- (x) 6.50 per cent Debentures due 1 February 2043;
- (xi) 5.95 per cent Debentures due 15 January 2033;
- (xii) 4.625 per cent Notes due 1 February 2015;
- (xiii) 4.50 per cent Notes due 1 April 2018;
- (xiv) 5.05 per cent Notes due 15 October 2016;
- (xv) 5.00 per cent Notes due 1 March 2019;
- (xvi) 5.00 per cent Notes due 15 January 2015;
- (xvii) 5.75 per cent Debentures due 1 April 2036;
- (xviii) 5.60 per cent Notes due 1 March 2017;
- (xix) 6.65 per cent U.S.\$10,000,000 loan due 1 May 2016;
- (xx) 4.95 per cent U.S.\$2,200,000 loan due 1 July 2036.

"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 per cent. 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.\$17,200,000,000 senior credit agreements comprised of (i) the U.S.\$13,000,000,000 Senior Facilities Agreement dated 26 February 2010 between *inter alios* the Issuer, certain subsidiary guarantors and the lenders party thereto and (ii) the U.S.\$4,200,000,000 Term Facilities Agreement dated 26 February 2010 between the Issuer and the other parties thereto from time to time 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 each of:

- (a) Companhia de Bebidas das Américas-AmBev and each of its Subsidiaries from time to time; and
- (b) Grupo Modelo, S.A.B. de C.V. and each of its Subsidiaries from time to time,

provided that if Companhia de Bebidas das Américas-AmBev or, as the case may be, Grupo Modelo, S.A.B. de C.V. 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 per cent. 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 LIBOR, or Brussels time, in the case of 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 the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) 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 the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) 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.

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.
- (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.
- (d) In the event that a Step Up Rating Change and, subsequently, a Step Down Rating Change occur during the same Fixed Interest Period (in the case of Fixed Rate Notes) or Interest Period (in the case of Floating Rate Notes), 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 on the first Interest Payment Date following the date of such events.

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 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 Standard & Poor's Credit Market Services 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 Standard & Poor's Credit Market Services 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 Standard & Poor's Credit Market Services 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 Standard & Poor's Credit Market Services 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 participant 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 nominal amount of the Notes at the close of business on the third TARGET 2 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, **"TARGET 2 Business Day"** means a day (other than a Saturday or Sunday) on which the TARGET 2 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 nominal 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 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) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal 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, (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 (assuming a 360-day year consisting of twelve 30-day months) 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; or

- (ii) if Reference Bond Basis is not specified in the applicable Final Terms, 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 nominal 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) where such withholding or deduction is imposed on a payment to an individual or certain residual entities and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (c) (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
- (d) (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
- (e) 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) **cross-acceleration** – (i) any obligation for the payment or repayment of borrowed money ("**Indebtedness**") of the Issuer or a Guarantor becomes due and payable prior to its stated maturity by reason of a default; (ii) the Issuer or a Guarantor fails to make any payment in respect of any Indebtedness on the due date for payment or, as the case may be, within any originally applicable grace period; (iii) any security given by the Issuer or a Guarantor for any Indebtedness becomes enforceable and steps are taken to enforce such security; or (iv) default is made by the Issuer or a Guarantor in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness of any other person and steps are taken to enforce such guarantee and/or indemnity; **provided that** no event described in this Condition 9(c) (*Events of Default – cross-acceleration*) shall constitute an Event of Default unless the relevant amount of Indebtedness or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness and/or other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iv) above, amounts to at least €100,000,000 (or its equivalent in any other currency); or

- (d) ***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 for (i) the Post Acquisition Restructuring, (ii) (other than in the case of the Issuer) a Permitted Reorganisation, (iii) the purposes of a reorganisation on terms previously approved by an Extraordinary Resolution or (iv) 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
- (e) ***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) the Post Acquisition Restructuring, (ii) (other than in the case of the Issuer) a Permitted Reorganisation, (iii) reorganisation on terms previously approved by an Extraordinary Resolution or (iv) a substitution pursuant to Condition 12 (*Substitution*); or
- (f) ***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
- (g) ***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) the Post Acquisition Restructuring, (ii) (other than in the case of the Issuer) a Permitted Reorganisation, (iii) reorganisation on terms previously approved by an Extraordinary Resolution or (iv) a substitution pursuant to Condition 12 (*Substitution*); or
- (h) ***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
- (i) ***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
- (j) ***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 (e) to (i) 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:

"Acquisition" means the series of transactions by which Anheuser-Busch Companies, LLC (formerly Anheuser-Busch Companies, Inc.) became an indirectly owned subsidiary of the Issuer, as further described in the Base Prospectus dated 16 January 2009 relating to the Programme;

"Permitted Reorganisation" means a reconstruction, amalgamation, merger, consolidation or transfer of assets and/or activities (a **"Reorganisation"**) where the surviving legal entity which acquires or to which is transferred the whole or substantially the whole of the business and/or activities of a Guarantor (other than the Issuer) that is a Significant Subsidiary:

- (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;
- (iii) expressly and effectively by law assumes all the obligations of such Guarantor under the Notes or the relevant Guarantee and has obtained all authorisations therefor; and to the extent that the senior long-term debt of such Guarantor is then rated by a Rating Agency, such surviving legal entity benefits from a senior long-term debt rating from such Rating Agency which is equal to or higher than the senior long-term debt rating as that of such Guarantor immediately prior to the reorganisation taking place;

"Post Acquisition Restructuring" means an intra group reorganisation by way of disposal or transfer of the shares in InBev Germany Holding GmbH and its subsidiaries to a member of the Anheuser-Busch group following the closing date of the Acquisition; and

"Significant Subsidiary" means any Subsidiary (i) the consolidated revenue of which represents 10 per cent. or more of the Issuer's consolidated revenue, (ii) the consolidated earnings before interest, taxes, depreciation and amortisation ("**EBITDA**") of which represents 10 per cent. or more of the Issuer's consolidated EBITDA or (iii) the consolidated gross assets of which represent 10 per cent. 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 Agents 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) 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 via 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.

In addition to the above publications, with respect to notices for a meeting of Noteholders deciding on any matter contained in the Belgian Companies Code, any convening notice for such meeting shall be made in accordance with article 570 of the Belgian Companies Code by an announcement to be inserted, not less than 15 days prior to the meeting, in the Belgian Official Gazette (*Moniteur Belge – Belgisch Staatsblad*) and in a nationwide newspaper. Extraordinary Resolutions to be submitted to the meeting must be described in the convening notice. In addition, the convening notice shall specify the procedures in respect of voting on resolutions to be decided by the meeting.

12. SUBSTITUTION

12.1 Substitution of the Issuer

- (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 per cent. 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 per cent. 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 Article 468 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 12.1(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**

All Extraordinary Resolutions (as defined below) of Noteholders which in the opinion of the Issuer relate to a matter contained in article 568 of the Belgian Companies Code will only be effective if taken at a meeting convened and decided in accordance with the Belgian Companies Code. The quorum at any such meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding or, at any adjourned meeting after publication of a new convening notice pursuant to Condition 11 (*Notices*), one or more persons being or representing Noteholders whatever the aggregate nominal amount of the Notes so held or represented. An Extraordinary Resolution requires the approval of Noteholders holding or representing at least 75 per cent. of the aggregate nominal amount outstanding of the Notes present or represented at the meeting and taking part in the vote. If however an Extraordinary Resolution is adopted by Noteholders holding or representing less than one-third of the aggregate nominal amount outstanding of the Notes (whether present or represented at the meeting or not), such Extraordinary Resolution is not binding unless approved by the competent Court of Appeal of Brussels. The above quorum and special majority requirements do not apply to Extraordinary Resolutions relating to interim measures or to the appointment of a representative of the Noteholders. In such a case, the Extraordinary Resolutions shall be adopted if approved by Noteholders holding or representing at least a majority of the aggregate nominal amount of the Notes outstanding present or represented at the meeting. An Extraordinary Resolution duly passed in accordance with the provisions of the Belgian Companies Code at any such meeting of Noteholders and, to the extent required by law, approved by the relevant Court of Appeal, will be binding on all Noteholders, whether or not they are present at the meeting and whether or not they vote in favour thereof.

The matters listed in article 568 of the Belgian Companies Code in respect of which an Extraordinary Resolution may be adopted include modifying or suspending the date of maturity of Notes, postponing any day for payment of interest thereon, reducing the rate of interest applicable in respect of such Notes, deciding urgent interim actions in the common interest of Noteholders, accepting a security in favour of the Noteholders, accepting a transformation of Notes into shares on conditions proposed by the Issuer, and appointing a special agent of the Noteholders to implement the resolutions of the meeting of Noteholders.

For the purpose of this Condition, an "**Extraordinary Resolution**" means a resolution of Noteholders duly passed at a meeting called and held in accordance with the Belgian Companies Code.

The Domiciliary Agent and the Issuer may agree, without the consent of the Noteholders, to:

- (a) any modification (except where such modification relates to a matter listed in article 568 of the Belgian Companies Code) 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 the 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 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.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.

DESCRIPTION OF THE ISSUER

General Overview

Registration and Main Corporate Details

Anheuser-Busch InBev SA/NV 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 (*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 of Brussels under the 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 is a publicly traded company, listed on Euronext Brussels under the symbol ABI. American Depositary Shares representing rights to receive the Issuer's ordinary shares trade on the NYSE under the symbol BUD.

History and Development of the Issuer

The Issuer's roots can be traced back to Den Hoorn in Leuven, which began making beer in 1366. In 1717 Sébastien Artois, master brewer of Den Hoorn, took over the 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.

2004 marked a significant event in the Issuer's history: the combination of Interbrew and Ambev, a Brazilian company listed (and currently still listed) on the New York Stock Exchange and on the São Paulo Stock Exchange, resulting in the creation of InBev.

The creation of Ambev consisted of the combination of two Brazilian beer companies, Brahma and Antarctica, and was carried out over the course of 1999 and 2000. As of 31 December 2013, the Issuer had a 61.9% voting and economic interest in Ambev.

In 2003, Ambev acquired its initial interest in Quilmes Industrial S.A., which is now 100% owned by Ambev.

On 13 July 2008, InBev and Anheuser-Busch announced their agreement to combine the two companies by way of an offer by InBev of USD 70 per share in cash for all outstanding shares of Anheuser-Busch. The total amount of funds necessary to consummate the 2008 Anheuser-Busch acquisition was approximately USD 54.8 billion, including the payment of USD 52.5 billion to shareholders of Anheuser-Busch. As a result of the merger, the combined company changed its name to Anheuser-Busch InBev SA/NV and announced a plan to reduce debt taken on for the Anheuser-Busch combination by means of a formal divestiture programme.

Beginning in 2003, Anheuser-Busch participated in a strategic alliance with Tsingtao, one of the largest brewers in China. Through the 2008 Anheuser-Busch acquisition, the Group acquired Anheuser-Busch's 27 per cent. economic ownership interest and a 20 per cent. voting interest in Tsingtao. On 30 April 2009, the Issuer completed the sale of a 19.9 per cent. minority stake in Tsingtao to Asahi Breweries, Ltd. On 8 May 2009, the Issuer announced that it had entered into an agreement with a private investor, Mr. Chen Fashu, to sell its remaining 7 per cent. stake in Tsingtao. On 5 June 2009, the Issuer announced that the transaction had closed.

On 24 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, which resulted in USD 1.5 billion of cash proceeds and receipt of a USD 0.3 billion note receivable at closing. On 12 March 2010, the note receivable was sold for USD 0.3 billion in cash. Under the terms of the agreement, the Group continued its relationship with Oriental Brewery through granting Oriental Brewery

exclusive licences to distribute certain brands in South Korea including Budweiser, Bud Ice and Hoegaarden, and by having an ongoing interest in Oriental Brewery through an agreed earn-out. In addition, 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. On 20 January 2014, the Group announced the reacquisition of Oriental Brewery (as described in greater detail below).

On 29 September 2009, the Issuer completed the sale of its Tennent's Lager brand and associated trading assets in Scotland, Northern Ireland and the Republic of Ireland (part of InBev UK Limited) to C&C Group plc for a total enterprise value of GBP 180 million (USD 298 million).

On 1 October 2009, the Issuer completed the sale of four metal beverage can and lid manufacturing plants from its U.S. metal packaging subsidiary, Metal Container Corporation, to Ball Corporation for approximately USD 577 million. The divested plants were primarily responsible for the production of cans for soft drinks. In connection with this transaction, Ball Corporation entered into a long-term supply agreement to continue to supply the Group with metal beverage cans and lids from the divested plants and committed, as part of the acquisition agreement, to offer employment to each active employee of the plants.

On 1 December 2009, the Issuer completed the sale of its indirect wholly owned subsidiary, Busch Entertainment Corporation, to an entity established by Blackstone Capital Partners V L.P. for up to USD 2.7 billion. The purchase price was comprised of a cash payment of USD 2.3 billion and a right to participate in Blackstone Capital Partners' return on its initial investment, which is capped at USD 400 million.

On 2 December 2009, the Group completed the sale of its Central European operations to CVC Capital Partners for an enterprise value of USD 2.2 billion, of which USD 1.6 billion was cash, USD 448 million was received as an unsecured deferred payment obligation with a six-year maturity and USD 165 million represents the estimated value to minorities. Under the terms of the agreement, the Group's operations in Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Montenegro, Romania, Serbia and Slovakia were sold. On 15 July 2011, the deferred payment obligation, including accrued interest, was sold for USD 0.5 billion in cash. At the time of the 2009 sale to CVC Capital Partners, the Group also received additional rights under a Contingent Value Right Agreement to a future payment that was contingent on CVC's return on its initial investments. On 15 June 2012, CVC sold the business to Molson Coors Brewing Company for an aggregate consideration of EUR 2.65 billion (USD 3.65 billion). The Group believes that as a result of the sale to Molson, the return earned by CVC Capital Partners triggered the Group's right to a further payment under the CVR Agreement. On 25 October 2012, CVC Capital Partners issued proceedings against the Group in the English Commercial Court in relation to the CVR Agreement and sought a declaration that the return it received following the sale to Molson did not trigger the Group's right to payment. The Group served its defence and counterclaim on 19 December 2012. The amount the Group is able to recover will depend on discovery and calculation criteria that was explored at trial in March 2014.

By the end of 2009, the Group had completed its formal divestiture programme resulting from the Anheuser-Busch acquisition, exceeding its target of USD 7.0 billion, with approximately USD 9.4 billion of asset disposals of which approximately USD 7.4 billion were realised cash proceeds.

Effective as of 1 October 2011, the Issuer's subsidiary, Anheuser-Busch Companies, Inc., a Delaware corporation, converted to Anheuser-Busch Companies, LLC, pursuant to Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act.

On 11 May 2012, Ambev and E. León Jimenes S.A. ("**ELJ**"), which owned 83.5 per cent. of Cervecería Nacional Dominicana S.A. ("**CND**"), entered into a transaction to form a strategic alliance to create the leading beverage company in the Caribbean through the combination of their businesses in the region. Ambev's initial indirect interest in CND was acquired through a cash payment of USD 1.0 billion and the contribution of Ambev Dominicana. Separately, Ambev Brazil acquired an additional stake in CND of 9.3 per cent., which was owned by Heineken N.V., for USD 237 million at the closing date. During 2012 and 2013, as part of the same transaction, Ambev acquired additional stakes from other minority holders. As of 31 December 2013, Ambev owns a total indirect interest of 55.0 per cent. in CND.

On 27 April 2013, the Issuer completed a transaction to acquire four breweries in China with a total capacity of approximately 9 million hectolitres. The aggregate purchase price was approximately USD 439 million.

On 4 June 2013, the Group announced the completion of its combination with Grupo Modelo, in a transaction valued at USD 20.1 billion. The combination is a natural next step given the Group's economic stake of more than 50 per cent. in Grupo Modelo prior to the transaction and the successful long-term partnership between the two companies. The combined company benefits from the significant growth potential that Modelo brands such as Corona have globally outside the United States, as well as locally in Mexico, where there will also be opportunities to introduce the Group's brands through Modelo's distribution network. The combination was completed through a series of steps that simplified Grupo Modelo's corporate structure, followed by an all-cash tender offer by the Group for all outstanding Grupo Modelo shares that it did not own at that time for USD 9.15 per share. By 4 June 2013 and following the settlement of the tender offer, the Group owned approximately 95 per cent. of Grupo Modelo's outstanding shares. The Group established and funded a trust to accept further tender of shares by Grupo Modelo shareholders at a price of USD 9.15 per share over a period of up to 25 months from the completion of the combination. As of 31 December 2013, the Group owned approximately 96 per cent. of Grupo Modelo's outstanding shares.

In a transaction related to the combination with Grupo Modelo, select Grupo Modelo shareholders purchased a deferred share entitlement to acquire the equivalent of approximately 23.1 million of the Issuer's shares, to be delivered within five years, for consideration of approximately USD 1.5 billion. This investment occurred on 5 June 2013.

On 7 June 2013, in a 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, subject to a post-closing adjustment, which was paid by Constellation Brands, Inc. on 6 June 2014. The post-closing adjustment was USD 558 million. The transaction included the sale of Grupo Modelo's Piedras Negras brewery, Grupo Modelo's 50 per cent. stake in Crown Imports and perpetual rights to certain of Grupo Modelo's brands in the United States. As a consequence, the Group has granted Constellation Brands, Inc. the exclusive right to market and sell Corona and certain other Modelo brands in the fifty states of the United States, the District of Columbia and Guam.

On 20 January 2014, the Group announced an agreement whereby it would reacquire Oriental Brewery, the leading brewer in South Korea, from KKR and Affinity Equity Partners. The enterprise value for the transaction is USD 5.8 billion, and as a result of an agreement entered into with KKR and Affinity Equity Partners in 2009, the Group will receive approximately USD 320 million in cash at closing from this transaction, subject to closing adjustments according to the terms of the transaction. This agreement returns Oriental Brewery to the Group's portfolio after it sold the company in July 2009, following the combination of InBev and Anheuser-Busch in support of the company's deleveraging target. The Issuer reacquired Oriental Brewery earlier than July 2014, as it was originally entitled to do under the terms of the 2009 transaction, drawing on existing liquidity to fund the acquisition. The closing of this transaction occurred and was announced on 1 April 2014.

Corporate purpose

As stated in the Issuer's articles of association at Article 4, the Issuer's corporate purpose is:

- to produce and deal in all kinds of beers, drinks, foodstuffs and ancillary products, fabricate, 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, sublet, lease, license and exploit in any form whatsoever all real property and real property rights and all businesses, goodwill, movable property and movable property rights connected with the business of the Issuer;
- to acquire and manage investments, shares and interests in companies or undertakings having objects similar or related to, or likely to promote the attainment of, any of the foregoing objects and in financing companies; to finance such companies or undertakings by means of loans,

guarantees or in any other manner whatsoever; and to take part in the management of the aforesaid companies through membership of the Board; 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 limits of its corporate purpose, engage in all civil, commercial, financial and industrial operations and transactions connected with its corporate purpose either within or outside Belgium. It may take interests by way of asset contribution, merger, subscription, equity investment, financial support or otherwise in all companies, undertakings or associations having a corporate purpose similar or related to or likely to promote the furtherance of its corporate purpose.

Capacity Expansion and Investments

The Issuer continually assesses whether the Group's production footprint is adequate in view of existing and potential customer demand. Footprint optimisation by adding new plants to its portfolio not only allows the Group to boost production capacity, but the strategic location often also reduces distribution time so that its products reach consumers rapidly and efficiently and at a lower distribution cost. Conversely, footprint optimisation can lead to the divesting of plants through sales to third parties, or to plant closures in order to minimise the Group's fixed costs and keep a healthy return on assets. In Russia, the Group closed the Kursk and Novocheboksarks breweries in 2012 and 2013 after regulatory changes put pressure on the beer industry, including an excise tax increase and various legislative restrictions and bans. This action will help maintain the Group's competitiveness and ensure the long-term, sustainable success of its organisation in Russia.

Additional production facilities can be acquired from third parties or through greenfield investments in new projects. For example, following an increased demand for its products in the northeast of Brazil, a decision was made to construct a greenfield plant in Pernambuco state which opened in the fourth quarter of 2011 in time to support year-end peak season activities and the long term growth of the region. In addition to building or acquiring additional facilities, the Group also upgrades and expands capacity in its existing operations. For example, the Group invested in adding capabilities to produce Lime-A-Rita and other Rita family products in several U.S. breweries to keep up with demand and reduce logistics costs.

In 2013 the Group invested in new capacity projects in China, Argentina and Brazil to meet its future demand expectations in these countries. The Group's capital expenditures are primarily funded through cash from operating activities and are for production facilities, logistics, improving administrative capabilities, hardware and software in its operational zones.

The Group also outsources, 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 practically 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).

Business of the Issuer and the Group

The Issuer (in conjunction with the rest of the Group) is the world's largest brewing company by volume, and one of the world's five largest consumer products companies. As a consumer-centric, sales-driven company, the Group produces, markets, distributes and sells a strong, balanced portfolio of over 200 beer brands. These include global brands Budweiser, Corona and Stella Artois; international brands such as Beck's, Leffe and Hoegaarden; and many local brands such as Bud Light and Michelob Ultra in the United States, Corona Light, Modelo Especial, Modelo Light, Negra Modelo, Victoria and Pacifico in Mexico, Skol, Brahma and Antarctica in Brazil, Quilmes in Argentina, Jupiler in Belgium and the Netherlands, Hasseröder in Germany, Klinskoye and Sibirskaya Korona in Russia, Chernigivske in Ukraine, Harbin and Sedrin in China. The Group also produces and distributes soft drinks, particularly in Latin America.

The Issuer's brewing heritage and quality are rooted in brewing traditions that originate from the Den Hoorn brewery in Leuven, Belgium, dating back to 1366, and those of Anheuser & Co brewery, established in 1852 in St. Louis, U.S.A. As of 31 December 2013, the Group employed approximately

155,000 people, with operations in 24 countries across the world. Given the breadth of the Group's operations, it is organised along seven business segments: North America, Mexico, Latin America North, Latin America South, Europe, Asia Pacific and Global Export & Holding Companies. The first six correspond to specific geographic regions in which its operations are based. As a result, the Issuer has a global footprint with a balanced exposure to developed and developing markets and production facilities spread across its six geographic regions.

The Group has significant brewing operations within the developed markets of North America (which accounted for 28.7 per cent. of the Group's consolidated volumes for the year ended 31 December 2013) and Western Europe (which accounted for 6.7 per cent. of the Group's consolidated volumes for the year ended 31 December 2013). The Group also has significant exposure to fast-growing developing markets in Latin America North (which accounted for 28.0 per cent. of the Group's consolidated volumes in the year ended 31 December 2013), Asia Pacific (which accounted for 15.4 per cent. of the Group's consolidated volumes in the year ended 31 December 2013), Latin America South (which accounted for 8.7 per cent. of the Group's consolidated volumes in the year ended 31 December 2013), Mexico (which accounted for 5.3 per cent. of the Group's consolidated volumes in the year ended 31 December 2013), and Central & Eastern Europe (which accounted for 4.5 per cent. of the Group's consolidated volumes for the year ended 31 December 2013).

On 4 June 2013, the Issuer announced the completion of its combination with Grupo Modelo, in a cash transaction valued at USD 20.1 billion. Upon the completion of the combination, Mexico became the Group's sixth geographic zone.

The Issuer's 2013 volumes (beer and non-beer) were 425.9 million hectolitres and its revenue amounted to USD 43.2 billion.

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 Issuer (when viewed together with Group subsidiaries) is the world's largest brewing company and believes it holds leading positions in the majority of its key markets. The Group has strong market positions based on strong brands and the benefits of scale. The Issuer believes this positions it well to deploy significant resources in sales and marketing to build and maintain its brands, achieve attractive sourcing terms, generate cost savings through centralisation and operate a lean cost structure. The Group's global reach provides it with a strong platform to grow its global and international brands, while developing local brands tailored to regional tastes. The Group benefits from a global distribution network which, depending on the location, is either owned by it or is based on strong partnerships with wholesalers and local distributors.

The Issuer believes that in 2013 the approximate industry volumes of the Group and its approximate market shares by volume in seven of the world's ten largest beer markets by volume are as follows:

	Total industry volume (million hectolitres)⁽¹⁾	Our estimated market share (%)
China.....	442.9	14.1
United States.....	234.3	47.2
Brazil.....	122.1	67.9
Mexico.....	65.4	58.4
Russia.....	76.7	15.1
Germany.....	82.8	8.8
United Kingdom.....	44.4	17.2

Note:

⁽¹⁾ Total industry volume figures are based on total beer industry sales or consumption volumes in the relevant market, except for the China volume figures, which are based on total industry production volumes, and both Russia and Brazil volume figures, which are based on retail audits. Sources: China—Seema International Limited; United States—Beer Institute and SymphonyIRI; Brazil—AC Nielsen Audit Total Trade; Mexico - Cámara Nacional de la Industria

Cerveceria y Malta; Russia—AC Nielsen Audit Off Trade; Germany—German Brewers Association (GBA); United Kingdom—British Beer and Pub Association.

The Issuer and the Group have together been the global leader in the brewing industry by volume for the past six years. Measured by EBITDA, as defined on page x of this Base Prospectus, for 2013, the Issuer is ranked among the top five consumer products companies worldwide. The Group has significant positions in the United States and Brazil, two of the most stable and profitable beer markets in the world, and in China, the world's largest beer market by volume. The management of the Issuer believes that it can realise significant upside potential by continuing to roll out its brands using its global distribution platform.

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 market, economic and seasonal volatility.

Developed markets represented approximately 48.0 per cent. of the Issuer's 2013 operating profit and developing markets represented 52.0 per cent. of the Issuer's 2013 operating profit.

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

The Issuer's strong brand portfolio (supported by the Group as a whole) addresses a broad range of demand for different types of beer and offers a range of international and local brands in its Zones in three brand categories:

- *Global brands:* Capitalising on common values and experiences which appeal to consumers across borders, global brands such as Budweiser, Corona and Stella Artois have the strength to be marketed worldwide;
- *Multi-country brands:* With a strong consumer base in their home market, multi-country brands such as Beck's, Leffe and Hoegaarden bring international flavour to selected markets, connecting with consumers across continents; and
- *Local brands:* Offering locally popular tastes, local brands such as Bud Light, Michelob, Skol, Brahma, Antarctica, Quilmes, Jupiler, Hasseroder, Klinskoye, Sibirskaia Korona, Chernigovske, Harbin and Sedrin connect particularly well with consumers in their home markets.

Six of the Group's brands, Bud Light, Budweiser, Corona, Skol, Stella Artois and Brahma, are ranked among the Global Top Ten most valuable beer brands by BrandZ™. The Issuer's strategy, as head of the Group, is to focus its attention on the core to premium brands. As a result, the Issuer undertakes clear brand choices and seeks to invest in those brands that build deep connections with consumers and meet their needs. The Issuer seeks to replicate its successful brand initiatives and best practices across geographic markets. Focus brands are those in which the Issuer (and the Group) invests the majority of its resources (money, people, and attention). They are a small group of brands which the Issuer believes have the best growth potential within each relevant consumer group. These focus brands include the Group's three global brands, its international brands and selected local brands. Focus brands represented 69 per cent. of the Group's beer volume in 2013 and declined by 0.9 per cent. in 2013, driven by challenging macro-economic conditions in a number of the Group's markets. The Group's global brands grew 4.7 per cent. in 2013, led by growth in Budweiser and Corona of 6.4 per cent. and 3.9 per cent., respectively.

Strong innovation and brand development capabilities

As a consumer-centric, sales-driven company, the Issuer continues to strive to understand the values, lifestyles and preferences of both today's and tomorrow's consumers, building fresh appeal and competitive advantage through innovative products and services tailored to meet those needs. The Issuer 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 Beck's Sapphire, Bud Light Platinum, Bud Light Lime *Lime-A-Rita* and *Straw-Ber-Rita* and Budweiser Black Crown (United States), Skol Beats Extreme and Brahma 0.0 per cent. (Brazil), Quilmes "Night" (Argentina), Stella Artois Cidre (United

Kingdom and United States), Leffe Royale (Belgium), Franziskaner Royal (Germany), Sibirskaia Korona Tri Khmelya (Russia) and Budweiser Supreme (China).

The Issuer believes that its internal Group-wide excellence programmes, such as its "World Class Commercial Program", are one of its competitive advantages. As part of its consumer-centric, sales-driven approach, the Issuer has established an integrated marketing and sales execution programme, the "World Class Commercial Program", which is designed to continuously improve the quality of its sales and marketing capabilities and processes by ensuring they are understood and consistently followed.

Strict financial discipline

World-class efficiency has been, and remains, a long-term objective for the Issuer and the Group across all lines of business and markets as well as under all economic circumstances. Avoiding unnecessary costs is a core competency within the Issuer's and the Group's culture. The Issuer distinguishes between "non-working" and "working" expenses, the latter having a direct impact on sales volumes or revenues. The Issuer has implemented programmes across its business focused on reducing non-working expenses, given that they are incurred independently from sales volumes or revenues and without immediate benefit to customers or consumers. By maintaining strict financial discipline and turning non-working expenses into working expenses, the Issuer's "Cost – Connect – Win" model aims to fund sustainable sales and marketing efforts throughout an economic cycle in order to connect with customers and win by achieving long-term, profitable growth. The Issuer has a number of Group-wide cost efficiency programmes in place, including:

- *Zero-Based Budgeting or ZBB:* Under 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 at global headquarters; and
- *Voyager Plant Optimisation or VPO:* VPO aims to bring greater efficiency and standardisation to the Group's brewing operations and to generate cost savings, while at the same time improving quality, safety and the environment. VPO also entails assessment of its procurement processes to maximise purchasing power and to help achieve the best results when purchasing a range of goods and services. Behavioural change towards greater cost efficiencies is at the core of this programme, and comprehensive training modules have been established to assist employees with the implementation of VPO in their daily routines.

In addition, the Issuer has set up business service centres across its business zones which focus on transactional and support activities within the Group. The centres help standardise working practices and identify and disseminate best practices.

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

During the last two decades, the Issuer's management (or the management of its predecessor companies) has executed a number of merger and acquisition transactions of varying sizes, with acquired businesses being successfully integrated into its operations, realising significant synergies. Notable examples include:

- the creation of Ambev in 2000 through the combination of Brahma and Antarctica. Between 2000 and 2004, operating income after financial income and financial expense increased from 331.7 million reais to 2,163.3 million reais;
- the acquisition of Beck's in 2002, which today is the number one German beer in the world, with distribution in over 80 countries;
- the combination of Ambev and Quilmes in 2003, where Quilmes' operating profit increased substantially from 2003 to 2008;
- Ambev gaining control of Labatt in 2004, where profitability increased by approximately 10 per cent. within the first three years;

- the creation of InBev in 2004, through the combination of Ambev and Interbrew, where operating profit margin has increased from 11.9 per cent. on a standalone basis in 2003 to 22.7 per cent. in 2008;
- the successful combination of InBev with Anheuser-Busch in November 2008. Between 2008 and 2011, the Group delivered against the announced synergy target of USD 2.25 billion;
- in June 2013 the Issuer successfully completed its combination with Grupo Modelo and has quickly started to realise the benefits from the combination. By the end of 2013, the Group realised cost synergies of approximately USD 460 million, with approximately USD 385 million being delivered since the combination, and an additional USD 75 million being delivered prior to the closing as a result of best practice sharing. The Group remains committed to delivering at least USD 1 billion in cost synergies by the end of 2016, with the majority of that by the end of 2015. The Group also remains on track to deliver USD 500 million of working capital improvements in the first two years after closing.

The Issuer's strong track record also extends to successfully integrating portfolios of brands such as Budweiser and Stella Artois into its global distribution networks, including leveraging Ambev's distribution channels in Latin America.

Strategy

The Issuer's strategy is based on its dream to be "the Best Beer Company in a Better World"

The guiding principle for the Issuer's strategy is a dream to be "the Best Beer Company in a Better World" by uniting strong brand development, sales execution and best-in-class efficiency with the role of a responsible global corporate citizen. The "Best Beer Company" element relates primarily to the Issuer's aim of maintaining highly profitable operations across the Group in all markets with leading brands and market positions where it operates. The term "**Better World**" articulates the Issuer's belief that all stakeholders will benefit from good corporate citizenship, finding its expression in the Group's work to promote "responsible enjoyment" of its products, protecting the environment and giving back to the communities in which it operates. The Issuer and its Group subsidiaries discourage consumers from excessive or underage drinking and drinking and driving through marketing campaigns and program initiatives, often in partnership with governments and community organisations, as well as ensuring that its marketing is directed at legal age consumers, as outlined in the Issuer's Responsible Marketing and Communications Code.

A clear and consistent business model is fundamental to the Issuer's strategy

The Issuer's business model is focused on organic growth. the Issuer aims to create sustainable value for its shareholders through revenue growth ahead of the industry and strong cost management, leading to margin enhancement. The business model is supported by strict financial discipline in the generation and use of cash, including selective external growth opportunities, and is underpinned by the Issuer's powerful Dream-People-Culture platform.

First, the Issuer aims to grow its revenue ahead of the benchmark of industry volume growth plus inflation, on a country by country basis.

- It aims to do this through strong consumer preference for its brands, continued premiumisation of its brand portfolio, and sales and marketing investment.
- It seeks to win new consumers and secure their long term loyalty.
- In a rapidly changing marketplace, it focuses on understanding consumer needs and aims to achieve high levels of brand preference by delivering on those needs.
- It intends to further strengthen brand innovation in order to stay ahead of market trends and maintain consumer appeal.
- In partnership with distributors, off-trade retailers and on-trade points of sale, it seeks to build connection with its consumers at the point-of-sale by further improving the quality of the consumer's shopping experience and consumption occasions.

- It has established a number of consumer-dedicated activities, such as specific outdoor events, which are designed to provide consumers with a brand experience that exceeds the pure enjoyment of beer.
- It leverages social media platforms to reach out to existing and potential consumers. Social media is becoming increasingly important to the development of the Group's brands, and has become an important platform in building connections with digitally savvy, legal drinking age consumers.

Second, the Issuer strives to continuously improve efficiency by unlocking the potential for variable and fixed cost savings.

- It aims to maintain long-term cost increases at below inflation, benefiting from the application of cost efficiency programmes such as ZBB and VPO, internal and external benchmarking, as well as from its scale.
- It aims to leverage the Global Procurement Center, located in Belgium, to generate further cost savings and build on its supplier relationships to bring new ideas and innovation to its business.
- Its management believes cost savings are not yet fully realised across all geographies, and will continue to share best practices across all functions, as well as benchmark performance externally against other leading companies.
- A combination of revenue growth ahead of the industry and inflation, a more premium brand mix, and cost increases below inflation should enable the Group to deliver on its commitment to long term margin enhancement.

Finally, the Issuer will continue to exercise strict financial discipline in the generation and use of cash.

- It has consistently demonstrated its ability to generate significant operating cash flow from growth in its operating activities, tight working capital management and a disciplined approach to capital expenditure.
- Since its combination with Anheuser-Busch in 2008, it focused on deleveraging the company and achieved its optimal capital structure by the end of 2012, in line with its commitment.
- While organic growth is the focus for the Issuer's management, the Group will continue to drive external growth as and when appropriate opportunities arise.
- The Issuer's management has repeatedly demonstrated its ability to successfully integrate acquisitions and generate significant cost synergies and revenue growth opportunities. External growth is a core competency and will remain an opportunity in the future.
- In the absence of appropriate external growth opportunities, surplus cash flow should be returned to shareholders with dividends being a more predictable growing flow, balanced with share buyback programs. The Issuer's goal is to reach a dividend yield in line with other large capitalisation consumer goods companies, and with low volatility consistent with the non-cyclical nature of its business.

General factors facilitate the implementation of the Issuer's corporate strategy

The Issuer has identified certain key tools which it believes will enable it to implement its corporate strategy, including:

- a disciplined approach to innovation at all levels, aimed at revitalising the beer category and increasing its share of value and its market share;
- a strong company culture, investing in people and maintaining a strong target-related compensation structure;
- best-in-class financial discipline spread throughout the whole organisation; and

- creating a Better World by supporting social responsibility initiatives connected to its business objectives and its consumers.

Principal Activities and Products

The Issuer (together with the Group) produces, markets, distributes and sells a strong, balanced portfolio of well over 200 beer brands and has a global footprint with a balanced exposure to mature and emerging markets and production facilities spread across its six geographic regions.

The Issuer's production and distribution facilities and other assets 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 sold by the Group in the markets listed below as of 31 December 2013.

Market	Global brands	International brands	Local brands
North America			
Canada	Budweiser, Corona, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Alexander Keith's, Bass, Bud Light, Kokanee, Labatt, Lakeport, Lucky, Oland
United States	Budweiser, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Bass, Bud Light, Busch, Goose Island, Michelob, Natural Light, Shock Top
Mexico	Budweiser Corona	—	Beer: Bud Light, Modelo Especial, Victoria, Pacifico, Negra Modelo
Latin America			
Argentina	Budweiser, Stella Artois	Hoegaarden, Leffe	Beer: Andes, Brahma, Norte, Patagonia, Quilmes
Bolivia	Stella Artois	—	Soft drinks: 7UP, Pepsi, H2OH! Beer: Ducal, Paceña, Taquiña
Brazil	Budweiser, Stella Artois	Hoegaarden, Leffe	Soft drinks: 7UP, Pepsi Beer: Antarctica, Bohemia, Brahma, Skol
Chile	Budweiser, Stella Artois	—	Soft drinks: Guaraná Antarctica, Pepsi
Dominican Republic	Corona, Budweiser	—	Beer: Baltica, Becker, Brahma
Ecuador	Budweiser	—	Beer: Brahma, Presidente
Guatemala	Corona, Budweiser	—	Soft drinks: Pepsi, 7UP, Red Rock
Paraguay	Budweiser, Stella Artois	—	Beer: Brahma
Peru	Corona, Stella Artois	—	Beer: Brahma, Zenda
Uruguay	Budweiser, Stella Artois	—	Soft drinks: Concordia, Pepsi, 7UP, Triple Kola Beer: Pilsen, Norteña, Patricia
Europe			
Belgium	Budweiser, Stella Artois	Beck's, Hoegaarden, Leffe	Soft drinks: 7UP, Pepsi, H2OH! Beer: Belle-Vue, Jupiler, Vieux Temps
France	Budweiser, Corona, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Belle-Vue, Boomerang, Loburg
Germany	—	Beck's	Beer: Diebels, Franziskaner, Haake-Beck, Hasseröder, Löwenbräu, Spaten, Gilde
Luxembourg	Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Diekirch, Jupiler, Mousel
Netherlands	Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Dommelsch, Jupiler, Hertog Jan
United Kingdom	Budweiser, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Bass, Boddingtons, Brahma, Whitbread, Mackeson
Italy	Budweiser, Corona, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Franziskaner, Löwenbräu, Spaten
Spain	Corona, Stella Artois	Leffe, Beck's	Beer: Franziskaner
Russia	Bud, Stella Artois	Hoegaarden, Leffe	Beer: Bagbier, Brahma, Klinskoye, Löwenbräu, Sibirskaya Corona, T, Tolstiak
Ukraine	Bud, Stella Artois	Hoegaarden, Leffe	Beer: Chernigivske, Rogan, Yantar
Asia Pacific			
China	Budweiser, Stella Artois	Beck's, Hoegaarden, Leffe	Beer: Double Deer, Harbin, Jinling, Jinlongquan, KK, Sedrin, Shiliang

The table below sets out the Group's sales broken down by business zone for the periods shown:

Market	2013		2012		2011	
	Revenue ⁽¹⁾ (USD million)	Revenue (% of total)	Revenue ⁽¹⁾ (USD million)	Revenue (% of total)	Revenue ⁽¹⁾ (USD million)	Revenue (% of total)
North America	16,023	37.1%	16,028	40.3%	15,304	39.2%
Mexico ⁽²⁾	2,769	6.4%	-	-	-	-
Latin America North ⁽³⁾	10,877	25.2%	11,268	28.3%	11,350	29.1%
Latin America South ⁽³⁾	3,269	7.6%	3,209	8.1%	2,878	7.4%
Western Europe	3,620	8.4%	3,625	9.1%	3,945	10.1%
Central & Eastern Europe	1,445	3.3%	1,668	4.2%	1,755	4.5%
Asia Pacific	3,354	7.8%	2,690	6.8%	2,317	5.9%
Global Export & Holding Companies	1,839	4.2%	1,270	3.2%	1,496	3.8%
Total	43,195	100.00%	39,758	100%	39,046	100%

Notes:

- (1) Gross revenue (turnover) less excise taxes and discounts. In many jurisdictions, excise taxes make up a large proportion of the cost of beer charged to the Group's customers.
- (2) Following the combination with Grupo Modelo, the Issuer is fully consolidating Grupo Modelo in its financial reporting as of 4 June 2013 and is reporting the Grupo Modelo revenue in the reported revenue as of that date. Grupo Modelo results are reported according to their geographical presence in the following segments: the Mexico beer and packaging businesses are reported in the new Zone Mexico, the Spanish business is reported in the Zone Western Europe and the Export business is reported in the Global Export and Holding Companies segment.
- (3) Peru and Ecuador were transferred from the Latin America North zone to the Latin America South zone on 1 January 2013. The figures for both zones reflect this allocation.

The table below sets out the breakdown between the Group's beer and non-beer volumes and revenue. Based on the Group's actual historical financial information for these periods, its non-beer activities accounted for 11.0 per cent. of consolidated volumes in 2013, 11.9 per cent. of consolidated volumes in 2012 and 11.5 per cent. of consolidated volumes in 2011. In terms of revenue, the Group's non-beer activities generated 9.5 per cent. of consolidated revenue in 2013, compared to 9.7 per cent. in 2012 and 11.0 per cent. in 2011 based on its actual historical financial information for these periods.

	Beer ⁽³⁾			Non-Beer ⁽⁴⁾			Consolidated		
	2013	2012	2011	2013	2012	2011	2013	2012	2011
Volume ⁽¹⁾ (million hectolitres)	379	355	353	47	48	46	426	403	399
Revenue ⁽²⁾ (USD million)	39,080	35,914	34,747	4,115	3,844	4,299	43,195	39,758	39,046

Notes:

- (1) Volumes include not only brands that the Group owns or licenses, 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.
- (2) Gross revenue (turnover) less excise taxes and discounts. In many jurisdictions, excise taxes make up a large proportion of the cost of beer charged to the Group's customers.
- (3) The beer category includes flavoured malt beverages, sold as part of the Bud Light family.
- (4) The non-beer category includes soft drinks and certain other beverages, such as Stella Artois Cidre.

Beer

The Issuer (through its Group subsidiaries) manages a portfolio of well over 200 brands of beer. Its beer portfolio is divided into global brands, international brands and local brands. The Group's brands are its foundation and the cornerstone of its relationships with consumers. The Group invests in its brands to create a long-term, sustainable and competitive advantage, 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 these categories. For instance, a global brand like Stella Artois generally targets the premium category across the globe, while a local brand like Natural Light targets the value category in the United States. In the United States, Bud Light targets the premium light or mainstream category, which is equivalent to the core category in other markets. The Issuer has a particular focus on core to premium categories, but will be present in the value segment if the market structure in a particular country necessitates this presence.

The Issuer makes clear category choices and, within those categories, clear brand choices. Examples of these choices include the focus on the core Quilmes brand in Argentina, on the core category in Brazil, on the light and premium categories in Canada, on core and premium brands in Russia and on the international premium, domestic premium and core categories in China. The majority of the Issuer's (and therefore the Group's) resources are directed to its "focus brands", those brands that it believes have the greatest growth potential in their relevant consumer categories. In 2013, its focus brands accounted for 69 per cent. of its beer volume.

In the early 2000s, the Issuer observed a trend where the premium category drove growth in the beer industry. Based on this trend, it established a strategy to select focus brands in certain markets (such as its North America, Western Europe and Central & Eastern Europe zones) within the core and premium categories. Consumer preferences can change over time, especially in the face of challenging economic circumstances such as those faced in many markets between 2008 and 2013. However, the Issuer believes it is well placed to deal with short-term trend changes from a portfolio perspective while continuing its long-standing strategy of accelerating growth in the core and premium beer categories. The Issuer aims to continue its strategy of focusing on selected brands, which seeks to address consumers' desire to trade up from value to core and from core to premium. For example, the Group's United States business saw positive brand mix growth in 2011, 2012 and 2013 as a result of this strategy.

Some of the Issuer's recent innovations have stretched beyond typical beers on occasion, such as Stella Artois Cidre in the United Kingdom and the United States, and Bud Light Lime or Lime-A-Rita in the United States. These innovations are designed to grow the beer category and improve the Issuer's share in other alcoholic beverage categories, by addressing changing consumer trends and preferences. These include, for example, a preference for sweeter tasting liquids with higher alcohol content. Anheuser Busch InBev has also continued to expand its global portfolio of non-alcoholic beverages, including, for example, the launch of Jupiler Force and Hoegaarden 0.0 in Belgium for consumers who prefer non-alcoholic alternatives.

The Group's portfolio includes three global brands with worldwide distribution:

- Budweiser, which it considers to be the United States' first truly national beer brand, had an 8 per cent. share of the U.S. market (based on Beer Marketer's Insights estimates). Budweiser is its number one global flagship brand with global volumes returning to growth in 2010 after many years of decline. This trend continued in 2011, 2012 and 2013, mainly due to the brand's strong growth in China and the launch of Bud in Russia and Brazil. Global Budweiser volumes grew 6.4 per cent., in 2013, and the brand accounted for 9.2 per cent. of its total company volumes. Budweiser sold outside the United States now represents over 51 per cent. of global Budweiser volume, driven by strong growth in China, a sharp volume increase in Bud sales in Russia, and gains in the premium segment in Brazil. Budweiser has confirmed its sponsorship of the 2014, 2018 and 2022 FIFA World Cups™;
- Corona is the best-selling Mexican beer in the world and the leading beer brand in Mexico. Corona is available in more than 180 countries and is the leading imported premium beer in 38 countries. In 2013, it was ranked number four in the Brandz™ list of most valuable beer brands worldwide. The Group has granted Constellation Brands, Inc. the exclusive right to market and sell Corona and certain other Modelo brands in fifty states of the United States, the District of Columbia and Guam;

- Stella Artois, the number one Belgian beer in the world according to Plato Logic Limited, is currently distributed in over 80 countries worldwide and has strong global potential. The brand can rely on a heritage dating back to the Issuer's foundations in 1366. Stella Artois is a premium lager. Building upon the strength of the brand in the United Kingdom, the Issuer launched Stella Artois Cidre in 2011 and Stella Artois Cidre Pear in 2012. In the United States, Stella Artois Cidre was launched in 2013.

In addition, the Group has an international portfolio of brands, which increasingly transcend the distinction between global and local. The Group's international brands include:

- Beck's, the world's No. 1 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;
- Leffe, a rich, full-bodied beer that hails from Belgium, has the longest heritage in its beer portfolio and is available in over 60 countries worldwide; and
- Hoegaarden, a high-end Belgian wheat (or "**white**") beer. Based on a brewing tradition which dates back to 1445, Hoegaarden is top fermented, then refermented in the bottle or keg, leading to its distinctive cloudy white appearance.

More locally, the Issuer manages numerous well-known "**local champions**", which form the foundation of its business. The portfolio of local brands includes:

North America

- Bud Light is the best-selling beer in the United States and the official sponsor of the NFL (National Football League), having signed a six year sponsorship agreement ending in 2016. In the United States, its share of the premium category is approximately 43 per cent, more than the combined share of the next two largest core brands (excluding Budweiser).
- Michelob ULTRA, which was rolled out nationally in 2002, is estimated to be the number 10 brand in the United States according to Beer Marketer's Insights.

Mexico

- Victoria is an ultra-premium Vienna-style lager and one of Mexico's most popular beers. The brand's fans appreciate its medium body and slight malt sweetness. Victoria was produced for the first time in 1865, making Victoria Mexico's oldest beer brand.
- Modelo Especial, is a full-flavored 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.

The Group has granted Constellation Brands, Inc. the exclusive right to market and sell Corona and certain other Modelo brands in fifty states of the United States, the District of Columbia and Guam, including Victoria, Modelo Especial, Pacifico and Negra Modelo.

Latin America

- Skol is the leading beer brand in the Brazilian market according to Plato Logic Limited. The Issuer has invested in pioneering and innovation of the Skol brand, creating new market trends and involvement in entertainment initiatives, such as music festivals.
- Brahma is the second most consumed beer in Brazil according to Plato Logic Limited. It is one of the Brazilian official sponsors of the FIFA World Cup™.
- Antarctica is the third most consumed beer in Brazil according to Plato Logic Limited.

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

Europe

- Jupiler is the market leader in terms of sales volumes in Belgium and the official sponsor of the highest Belgian football division, the *Jupiler* League. It is also the sponsor of the Belgian national football team.
- Hasseröder, a leading brand in eastern Germany, gained country-wide exposure following national marketing campaigns and by leveraging of global assets such as the 2010 FIFA World Cup™ sponsorship.
- Sibirskaya Korona, first established as a local Siberian brand with proud Siberian values, has grown into a national premium brand sold throughout Russia.
- Klinskoye, the Group's largest brand in Russia, originated near Moscow.
- Chernigivske, is the best selling brand of beer in Ukraine and the sponsor of the Ukrainian national football team.

Asia Pacific

- Harbin, a well known national brand with its roots in the northeast of China, is the Group's largest brand in China and the 11th largest beer brand in the world according to Plato Logic.
- Sedrin, a strong regional brand, originated in China's Fujian province.

The branding and marketing of the Group's global brands, Budweiser, Corona and Stella Artois, is managed centrally within the group. International brands are managed with more flexibility at the local level for branding and marketing, while the marketing and branding of the Group's local brands is generally managed at a local level. See "*Description of the Issuer – Branding and Marketing*" for more information on brand positioning, branding and marketing.

In certain markets, the Group also distributes products of other brewers.

Non-Beer

Soft Drinks

While the Issuer's (and the Group's) core business is beer, it also has a presence in the soft drink market in Latin America through its subsidiary Ambev and in the United States through Anheuser-Busch. Soft drinks include both carbonated soft and non-carbonated soft drinks.

The Group's soft drinks business includes both its own production and agreements with PepsiCo related to bottling and distribution. Ambev is one of PepsiCo's largest independent bottlers in the world. Major brands that are distributed under these agreements are Pepsi, 7UP and Gatorade. Ambev has long-term agreements with PepsiCo whereby Ambev has the exclusive right to bottle, sell and distribute certain brands of PepsiCo's portfolio of carbonated and non-carbonated soft drinks in Brazil. The agreements will expire on 31 December 2017 and are automatically extended for additional ten-year terms, unless terminated prior to the expiration date by written notice by either party at least two years prior to the expiration of their term or on account of other events, such as a change of control or insolvency of, or failure to comply with material terms or meet material commitments by, the Issuer's relevant subsidiary. Ambev also has agreements with PepsiCo to bottle, sell, distribute and market some of its brands in the Dominican Republic. Through its Latin America South operations, Ambev is also PepsiCo's bottler for Argentina, Bolivia, Uruguay and in some regions of Peru.

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 December 2012, Ambev and Monster Energy Company ("**Monster**") announced that they had signed a distribution agreement for the sale and distribution of Monster Energy drinks in Brazil. This partnership is expected to benefit both companies through the increase of their presence in the fast growing energy drink segment in Brazil. Operations began at the end of January 2013 under a long-term agreement renewable every five years.

In the United States, the Group also produces non-alcoholic malt beverage products, including O'Doul's and O'Doul's Amber and related products. On a limited basis, the Group has also entered into arrangements under which other non-alcoholic products, such as Monster Energy drinks, are distributed and sold in select markets through the Anheuser-Busch distribution network.

The Issuer has also continued to expand the Group's global portfolio of non-alcohol beverages, including, for example, the launch of Jupiler Force and Hoegaarden 0.0% in Belgium for consumers who prefer non-alcohol alternatives.

Main Markets

The Issuer is a global brewer, with sales in over 120 countries across the globe.

The last two decades have been characterised by rapid growth in fast-growing emerging markets, notably in regions in Latin America North, Latin America South and Asia Pacific, where the Group has significant sales. The table below sets out the Group's total volumes broken down by business zone for the periods shown:

Market	2013		2012		2011	
	Volumes (million hectolitres)	Volumes (% of total)	Volumes (million hectolitres)	Volumes (% of total)	Volumes (million hectolitres)	Volumes (% of total)
North America	122	28.7%	125	31.1%	125	31.3%
Mexico ⁽¹⁾	22	5.3%	-	-	-	-
Latin America North ⁽²⁾	119	28.0%	122	30.3%	116	29.1%
Latin America South	37	8.7%	38	9.4%	39	9.8%
Western Europe	28	6.7%	30	7.3%	31	7.7%
Central & Eastern Europe	19	4.5%	23	5.7%	26	6.4%
Asia Pacific	66	15.4%	58	14.3%	56	14.0%
Global Export & Holding Companies	12	2.8%	7	1.8%	7	1.8%
Total	426	100.0%	403	100%	399	100%

(1) Following the combination with Grupo Modelo the Issuer is fully consolidating Grupo Modelo in its financial reporting as of 4 June 2013 and is reporting the Grupo Modelo volumes in the reported volumes as of that date. Grupo Modelo results are reported according to their geographical presence in the following segments: the Mexico beer and packaging businesses are reported in the new Zone Mexico, the Spanish business is reported in the Zone Western Europe and the Export business is reported in the Global Export and Holding Companies segment.

(2) Peru and Ecuador were transferred from the Latin America North zone to the Latin America South zone on 1 January 2013. The figures for both zones reflect this allocation.

On an individual country basis, the Group's twelve largest markets by volume during the year ended 31 December 2013 were the United States, Canada, Mexico, Dominican Republic, Brazil, China, Argentina, Russia, Ukraine, the United Kingdom, Germany and Belgium. Each market has its own dynamics and consumer preferences and values. Given the breadth of its portfolio, the Issuer believes it is well placed and can launch, relaunch, market and ultimately sell the beer that best addresses consumer choice in the various categories (premium, core and value) in a given market.

The Issuer's marketing approach is supported by three solid pillars: brands, connections and renovation/innovation. The Issuer is committed to innovation generated from consumer and shopper insights. Through this approach, it seeks to understand the values, lifestyles, preferences and consumption occasions of today's and tomorrow's consumers and shoppers, with a view to building fresh appeal and competitive advantage through innovative products and services tailored to meet those needs. The Group has advanced its ability to deliver these innovative products and tailored services through globally deployed tools. See "*Intellectual Property; Research & Development*" for further information.

Competition

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 couple of 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 emerging markets. Over the last decade, the global consolidation process has accelerated, with brewing groups making significant acquisitions outside their domestic markets and increasingly looking to purchase other regional brewing organisations. Recent examples of this trend include SABMiller's acquisition of Bavaria in 2005, the acquisition of Scottish & Newcastle by Carlsberg and Heineken in 2008, Heineken's acquisition of FEMSA Cerveza in April 2010, SABMiller's acquisition of Foster's in 2011 and Kirin's acquisition of Schincariol in Brazil and Heineken's acquisition of Asia Pacific Breweries in 2012. As a result of this consolidation process, the absolute and relative size of the world's largest brewers has increased substantially. 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 "*Description of the Issuer – General Overview – History and Development of the Issuer*", which include:

- the acquisition of Labatt in 1995;
- the acquisition of Beck's in 2002;
- the combination of Ambev and Quilmes Industrial S.A. in 2003;
- 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; and
- the re-acquisition of Oriental Brewery in January 2014.

The ten largest brewers in the world in 2012 in terms of volume were as set out in the table below.

Rank	Name	Volume (thousand hectolitres) ^{(1) (2)} (3)
1	AB InBev	355,430
2	SABMiller.....	279,736
3	Heineken	212,859
4	Carlsberg.....	121,592
5	Tsingtao (Group).....	79,000
6	Molson Coors Brewing Company	66,498
7	Modelo	55,795
8	Beijing Yanjing.....	54,040
9	Kirin	45,626
10	Anadolu Group (Efes).....	29,525

Notes:

- (1) Source: Plato Logic Limited as of November 2013. The Group's volumes indicated here are Plato Logic Limited's estimates of the Group's beer-only volumes and do not include volumes of associates. The Group's beer volumes as of 31 December 2012 were 353.9 million hectolitres.
- (2) Calendar year basis.
- (3) Grupo Modelo volumes are shown separately from the Group's volumes because this chart is based on 2012 reported volumes, prior to its acquisition of Grupo Modelo.

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 its products, while unseasonably cool or wet weather, especially during the spring and summer months, adversely affects its sales volumes and, consequently, its revenue. Accordingly, product sales in all of the Group's business zones 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 most countries in the Latin America North and Latin America South business zones (particularly Argentina and most of Brazil), volumes are usually stronger in the first and fourth quarter due to year-end festivities and the summer season in the Southern Hemisphere, while for Mexico and the countries in North America, Western Europe, Central & Eastern Europe and Asia Pacific business zones, volumes tend to be stronger during the spring and summer seasons in the second and third quarters of each year.

Based on 2013 information, for example, the Group realised 55 per cent. of its total 2013 volume in Western Europe in the second and third quarters, compared to 45 per cent. in the first and fourth quarters of the year, whereas in Latin America South, it realised 43 per cent. of its sales volume in second and third quarters, compared to 57 per cent. 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 flavours. The proportion and choice of other raw materials varies according to regional taste preferences and the type of beer.

The first step in the brewing process is making wort by mixing malt with warm water and then gradually heating it to around 75°C in large mash tuns to dissolve the starch and transform it into a mixture, called "**mash**", of maltose and other sugars. The spent grains are filtered out and the liquid, now called "**wort**", is boiled. Hops are added at this point to give a special bitter taste and aroma to the beer, and help preserve it. The wort is boiled for one to two hours to sterilise and concentrate it, and extract the flavour from the hops. Cooling follows, using a heat exchanger. The hopped wort is saturated with air or oxygen, essential for the growth of the yeast in the next stage.

Yeast is a micro-organism that turns the sugar in the wort into alcohol and carbon dioxide. This process of fermentation takes five to eleven days, after which the wort finally becomes beer. Different types of beer are made using different strains of yeast and wort compositions. In some yeast varieties, the cells rise to the top at the end of fermentation. Ales and wheat beers are brewed in this way. Lagers are made using yeast cells that settle to the bottom. Some special Belgian beers, called lambic or gueuze, use yet another method where fermentation relies on spontaneous action by airborne yeasts.

During the maturation process the liquid clarifies as yeast and other particles settle. Further filtering gives the beer more clarity. Maturation varies by type of beer and can take as long as three weeks. Then the beer is ready for packaging in kegs, cans or bottles.

Raw Materials and Packaging

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

Group entities use only their own proprietary yeast, which they grow in their facilities. In some regions, Group entities import hops to obtain adequate quality and appropriate variety, for flavour and aroma. Group entities purchase these ingredients through the open market and through contracts with suppliers. The Group also purchases barley and processes it to meet its malt requirements in its 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 is reducing the number of its suppliers in each region to develop closer relationships that allow for lower prices and better service, while at the same time ensuring that it is not entirely dependent on a single supplier. The Group hedges some of its commodities contracts on the financial markets and some of its malt requirements are purchased on the spot market. See note 29 to the Group's audited financial information as of 31 December 2013 and 2012, and for the three years ended 31 December 2013, for further details on commodities hedging.

The Group has supply contracts with respect to most packaging materials as well as its own production capacity as outlined below in "*Production Facilities*". The choice of packaging materials varies by cost and availability in different regions, as well as consumer preferences and the image of each brand. Group entities also use aluminium cansheet for the production of beverage cans and lids.

Hops, PET resin, soda ash for the Group's own glass plant and – to some extent – cans are mainly sourced globally. Malt, adjuncts (such as unmalted grains or fruit), sugar, steel, cans, labels, metal closures, 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 its primary fuel materials, and it 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 Group's production facilities are spread across its six geographic zones, giving it a balanced geographical footprint in terms of production and allowing it to efficiently meet consumer demand across the globe. The Group manages its production capacity across its geographic zones, countries and plants. The Issuer (and its subsidiaries) typically owns its production facilities free of any major encumbrances. It also leases a number of warehouses and other commercial buildings from third parties. For a description of the environmental and other regulations that affect the Group's production facilities, see "*Description of the Issuer – Regulations affecting the Issuer's business*".

Beverage Production Facilities

The Group's beverage production facilities comprised 151 breweries and/or soft drink plants spread across its six geographic zones as of 31 December 2013. Of these 151 plants, 122 produced only beer, 12 produced only soft drinks and 17 produced both beer and soft drinks. Except in limited cases (for

example, its Hoegaarden brewery in Belgium), the Group's breweries are not dedicated to one single brand of beer. This allows the Group to allocate production capacity efficiently within its group.

The table below sets out, for each of the Group's geographic zones in 2013, the number of its beverage production plants (breweries and/or soft drink plants) as well as the plants' overall capacity and shipment volumes.

Zone	Number of plants	2013 volumes ⁽¹⁾		Annual engineering capacity as of 31 December 2013	
		Beer (khl)	Soft drinks (khl)	Beer (khl)	Soft drinks (khl)
North America	19	122,116	—	149,200	n/a
Mexico ⁽²⁾	7	22,366	—	57,807	n/a
Latin America North.....	36	87,595	31,533	139,900	58,600
Latin America South.....	23	22,093	14,825	34,784	25,085
Western Europe ⁽³⁾	16	28,385	—	46,587	n/a
Central & Eastern Europe.....	10	19,186	—	37,600	n/a
Asia Pacific ⁽⁴⁾	40	65,787	—	122,695	n/a
Total⁽⁵⁾	151	367,528	46,358	588,573	83,685

Notes:

- (1) Reported volumes (shipments)
- (2) Following the combination with Grupo Modelo the Issuer is fully consolidating Grupo Modelo in its financial reporting as of 4 June 2013 and is reporting the Grupo Modelo volumes in the reported volumes as of that date. Grupo Modelo results are reported according to their geographical presence in the following segments: the Mexico beer and packaging businesses are reported in the new Zone Mexico, the Spanish business is reported in the Zone Western Europe and the Export business is reported in the Global Export and Holding Companies segment.
- (3) Includes cider and flavored malted beverage volumes.
- (4) Excludes the Group's joint ventures in India and Zhujiang, China.
- (5) Excludes Global Export & Holding Companies with 2013 beer volumes of 12,054 million hectolitres.

Non-Beverage Production Facilities

The Group's beverage production plants are supplemented and supported by a number of plants and other facilities that produce raw materials and packaging materials for its beverages. The table below provides additional detail on these facilities as of 31 December 2013.

Type of plant / facility	Number of plants / facilities	Countries in which plants / facilities are located
Malt plants	14	Brazil, Argentina, Uruguay, Russia, United States, Mexico ⁽¹⁾
Rice mill	1	United States
Corn grits	6	Brazil, Argentina, Bolivia
Hop farms	2	Germany, United States
Hop pellet plant	1	Argentina
Guaraná farm	1	Brazil
Glass bottle plants	7	United States, Mexico, Brazil, Paraguay
Bottle cap plants	2	Brazil, Mexico
Label plant	1	Brazil
Can plants	7	Bolivia, United States, Mexico
Can lid manufacturing plants	2	United States
Crown and closure liner material plant	1	United States
Syrup plant	1	Brazil
Sand quarry	2	Mexico

Notes:

- (1) Excludes Cargill joint venture.

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.

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).

Transportation is mainly outsourced to third-party contractors, although the Group does own a small fleet of vehicles in certain countries where it makes economic or strategic sense.

Most of the Group's breweries have a warehouse which is attached to their production facilities. In places where its warehouse capacity is limited, external warehouses are rented. The Issuer strives to centralise fixed Group 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 Issuer reviews the Group's priority markets for distribution and licensing agreements on an annual basis. The focus markets will typically be markets with an interesting premium category and with sound and strong partners (brewers and/or importers). Based on these criteria, focus markets are then chosen.

The distribution of beer 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), while 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 as it has done in Brazil and Mexico.

The products the Group brews in the United States are sold to approximately 500 wholesalers for resale to retailers, with some entities owning more than one wholesalership. As of the end of 2013, the Issuer (through the Group) owned 17 of these wholesalers and has 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) direct distribution networks, in which it delivers to points of sale directly, and (ii) indirect (third party) distribution networks, in which delivery to points of sale occurs through wholesalers and independent distributors. Indirect distribution networks may be exclusive or non-exclusive and may, in certain business zones, involve use of third-party distribution while the Issuer and its subsidiaries retain the sales function through an agency framework. The Issuer seeks to fully manage the sales teams in each of its markets. In case of non-exclusive distributorships, the Issuer tries to encourage best practices through wholesaler excellence programmes.

As a customer-driven organisation, the Issuer has programmes for professional relationship building with its customers in all markets throughout the Group structure, 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 licensees 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 produces and packages the products itself while the third party distributes, markets and sells the brands in the local market.

Stella Artois is licensed to third parties in Algeria, Australia, Bulgaria, Croatia, Czech Republic, Hungary, Israel, New Zealand and Romania while Beck's is licensed to third parties in Algeria, Bulgaria, Croatia, Hungary, Turkey, Australia, New Zealand, Romania, Serbia, Tunisia and Montenegro.

In Japan, Budweiser is brewed and sold through licence and distribution agreements with Kirin Brewery Company, Limited. A licensing agreement allows Guinness Ireland Limited to brew and sell Budweiser and Bud Light in the Republic of Ireland. Budweiser is also brewed under licence and sold by brewers in Spain (Sociedad Anonima Damm), India (AB InBev India Private Limited) and Panama (Heineken). Compañía Cervecerías Unidas, a subsidiary of Compañía Cervecerías Unidas S.A., a leading Chilean brewer, distributes Budweiser under licence in Chile and brews and distributes Budweiser in Argentina through a subsidiary. The Group also sells various brands, including Budweiser, by exporting from its licence partners' breweries to other countries.

Corona is licensed to Constellation Brands, Inc. for production in Mexico and marketing and sales in fifty states of the United States, the District of Columbia and Guam. Corona is also distributed by third parties in over 100 countries worldwide, including Australia and New Zealand.

On 2 December 2009, the Group sold its Central European operations to CVC Capital Partners. The business sold to CVC Capital Partners in 2009 has rights to brew and/or distribute, under licence from the Issuer, Beck's, Hoegaarden, Leffe, Löwenbräu, Spaten and Stella Artois, in Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Kosovo, Macedonia, Moldova, Montenegro, Romania, Serbia, Slovakia and Slovenia. On 15 June 2012, CVC sold the business to Molson Coors Brewing Company for an aggregate consideration of EUR 2.65 billion. As of 31 December 2013, the Group retains the rights to brew and distribute Staropramen in Ukraine and Russia and to distribute Staropramen in Germany, Canada and Italy.

On 20 January 2014, the Group announced an agreement whereby it will reacquire Oriental Brewery, the South Korean subsidiary that it sold on 24 July 2009 to an affiliate of Kohlberg Kravis Roberts & Co. L.P. The closing of this transaction was announced on the 1 April 2014. The enterprise value for the transaction is USD 5.8 billion, and as a result of an agreement entered into with KKR and Affinity Equity Partners in 2009, the Group will receive approximately USD 320 million in cash at closing from this transaction, subject to closing adjustments according to the terms of the transaction. Under the terms of the sale agreement in 2009, the Group granted Oriental Brewery exclusive distribution rights over certain brands in South Korea including Budweiser, Bud Ice and Hoegaarden.

See "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".

The Group also manufactures and distributes other third-party brands, such as Kirin in the United States. Ambev, the Issuer's listed Brazilian subsidiary, and some of the Issuer's other subsidiaries have entered into manufacturing and distribution agreements with PepsiCo. Pursuant to the agreements between Ambev and PepsiCo, Ambev is one of PepsiCo's largest independent bottlers in the world. Major brands that are distributed under this agreement are Pepsi, 7UP and Gatorade. See *"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 allowing it to exclusively produce, distribute and

market Budweiser and Stella Artois in Brazil and Canada. Ambev also distributes Budweiser in Ecuador, Paraguay, Guatemala, Dominican Republic, El Salvador and Nicaragua and Corona in Peru, Guatemala, El Salvador, Panama, Nicaragua and Canada.

Branding and Marketing

The Group's brands are its foundation, the cornerstone of its relationships with consumers and the key to its long-term success. The Group's brand portfolio, its enduring bonds with consumers and its partnerships with customers are its most important assets. The Issuer invests in the Group brands to create long-term, sustainable, competitive advantage by seeking to meet the beverage needs of consumers around the world and to develop leading brand positions in every market in which it operates.

The Group's brand portfolio consists of three global brands (Budweiser, Corona and Stella Artois), international brands (Beck's, Leffe and Hoegaarden) and many "local champions" (Jupiler, Skol, Quilmes, Bud Light, Sibirskaya Korona, Modelo Especial and Harbin to name but a few). The Issuer believes this global brand portfolio provides it with strong growth and revenue opportunities and, coupled with a powerful range of premium brands, positions the Group well to meet the needs of consumers in each of the markets in which it competes. For further information about the Group's focus brands, see *"Description of the Issuer – Principal Activities and Products – Beer"*.

The Issuer has established a "focus brands" strategy. Focus brands are those in which it invests the majority of its resources (money, people and attention). They are a small group of brands which the Issuer believes has the most growth potential within each relevant consumer group. These focus brands include the Group's three global brands, key international brands and selected "local champions". In 2013, the Group's focus brands accounted for 69 per cent. of its beer volume.

The Issuer seeks to constantly strengthen and develop the Group's brand portfolio through enhancement of brand quality, marketing and product innovation. The Issuer's marketing team therefore works together closely with its research & development team (see *"Description of the Issuer – Intellectual Property; Research & Development"* for further information).

The Issuer continually assesses consumer needs and values in each geographic market in which it operates with a view to identifying the key characteristics of consumers in each beer category (that is, premium, core and value). This allows the Issuer to position the Group's existing brands (or to introduce new brands) in order to address the characteristics of each category.

The Issuer's marketing approach is based on a "value based brands" approach. A value based brands proposition is a single, clear, compelling values based reason for consumer preference. The Issuer has defined 37 different consumer values (such as ambition, authenticity or friendship) to establish a connection between consumers and its products. The value based brands approach first involves the determination of consumer portraits, secondly brand attributes (that is, tangible characteristics of the brand that support the brand's positioning) and brand personality (that is, the way the brand would behave as a person) are defined, and finally a positioning statement to help ensure the link between the consumer and the brand is made. Once this link has been established, a particular brand can either be developed (brand innovation) or relaunched (brand renovation or line extension from the existing brand portfolio) to meet the customers' needs. The Issuer applies zero-based planning principles to yearly budget decisions and for ongoing investment reviews and reallocations. The Issuer invests in each brand in line with its local or global strategic priority and taking into account its local circumstances, seeking to maximise profitable and sustainable growth.

The Issuer (through its various subsidiaries) owns the rights to its principal brand names and trademarks in perpetuity for the main countries where these brands are currently commercialised.

Intellectual Property; Research and Development

Innovation is one of the key factors enabling the Issuer to achieve its strategy. The Issuer seeks to combine technological know-how with market understanding to develop a healthy innovation pipeline in terms of production process, product and packaging features as well as branding strategy. In addition, as beer markets mature, innovation plays an increasingly important role by providing differentiated products with increased value to consumers.

Intellectual Property

The Group's intellectual property portfolio mainly consists of trademarks, patents, registered designs, copyright, 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 & development teams. An internal stage gate process promotes the protection of its 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 Group'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 100 patent families for which patents are pending or registered; that means the Group has or is seeking to obtain patent protection for more than 100 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 or beer packaging.

The Group entities license in limited technology from third parties. They also license out certain of their intellectual property to third parties, for which the Group receives royalties.

Research and Development

Given the Issuer's focus on innovation, it places a high value on research and development ("**R&D**"). In 2013 the Issuer spent USD 185 million (USD 182 million in 2012 and USD 175 million in 2011) in the area of market research and on innovation in the areas of process optimisation and product development at its Belgian R&D centre and across its zones.

R&D in process optimisation is primarily aimed at capacity increase (plant debottlenecking and addressing volume issues, while minimising capital expenditure), quality improvement and cost efficiency and at pursuing its Better World commitments to reduce its packaging material, energy and water consumption. Newly developed processes, materials and/or equipment are documented in best practices and shared across business zones. Current projects range from malting to bottling of finished products.

R&D in product innovation covers liquid, packaging and draught innovation. Product innovation consists of breakthrough innovation, incremental innovation and renovation (that is, implementation of existing technology). 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 draft products 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 with choice increasing, the Issuer's R&D efforts also require an understanding of the strengths and weaknesses of other beverage categories, spotting opportunities for beer and developing consumer solutions (products) that better address consumer needs and deliver better experiences. This requires first understanding consumer emotions and expectations in order to guide the Issuer's innovation efforts. Sensory experience, premiumisation, convenience, sustainability and design are all central to the Issuer's R&D efforts.

Knowledge management and learning make up an integral part of R&D. The Issuer seeks to continuously increase its knowledge through collaborations with universities and other industries.

The Issuer's R&D team is briefed annually on its business zones' priorities and approves concepts which are subsequently prioritised for development. Launch time, depending on complexity and prioritisation, usually falls within the next calendar year.

In November 2006 the Issuer opened its Global Innovation and Technology Centre in Leuven, Belgium. This state of the art building accommodates the Packaging, Product, Process Development teams and facilities such as Labs, Experimental Brewery and the European Central Lab, which also includes Sensory Analysis.

In addition to the Issuer's Global Innovation and Technology Centre, it also has Product, Packaging and Process development teams located in each of its geographic regions focusing on the short-term needs of such regions.

Insurance

The Issuer (which includes its subsidiaries) maintains comprehensive insurance policies with respect to casualty, property and certain specialised coverage. The Issuer's insurance programme is mainly divided into two general categories:

- **Assets:** these insurance policies cover the Issuer's physical properties and include global property and business interruption; and
- **Liabilities:** these insurance policies cover losses due to damages caused to third parties and include general and product liability, executive risks (risks related to the Issuer's board and management) and driver's insurance (which is taken out in accordance with local requirements).

The Issuer believes it has adequate Group-wide insurance cover taking into account its market capitalisation and its worldwide presence. The Issuer further believes that the level of insurance it maintains is appropriate for the risks of its business and is comparable to that maintained by other companies in its industry. In addition to these insurance policies, the Issuer also uses self-insurance in certain areas.

Trend Information

Whilst the Issuer expects (i) United States industry volumes to be marginally down, with a stronger economy being partly offset by challenging winter weather in the first quarter of 2014, (ii) the Mexican beer industry to return to growth, driven by stronger economic growth than in 2013 and (iii) the Brazil beer industry volumes to grow, helped by the 2014 FIFA World Cup, in the first half of 2014 there has not been any materially adverse effect on the financial position and prospects of the Issuer and its consolidated subsidiaries taken as a whole.

Regulations Affecting the Issuer'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 Group products. At the federal level, the Alcohol & Tobacco Tax & 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 the business conducted by the Group and other brewers and wholesalers. It is the Issuer's policy to abide by the laws and regulations around the world that apply to it or to its business. The Issuer relies on legal and operational compliance programmes, as well as local in-house and external counsel, to guide businesses in complying with applicable laws and regulations of the countries in which the Group operates.

See *"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 – There may be changes in legislation or interpretation of legislation by regulators or courts that may prohibit or reduce the ability of brewers to own wholesalers and distributors"*, *"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 its operations"*, *"Risk Factors – Risks Relating to the Obligors and their activities – The Group's operations are subject to environmental regulations, which could expose its to significant compliance costs and*

litigation relating to environmental issues", "Risk Factors – Risks Relating to the Obligors and their activities – The Issuer operates a joint venture in Cuba, in which the Government of Cuba is its joint venture partner. Cuba has been identified by the U.S. Department of State as a state sponsor of terrorism and is targeted by broad and comprehensive economic and trade sanctions of the United States. The Group's operations in Cuba may adversely affect its 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. 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 Issuer's brand building 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 drinking 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 distribution of the Group's beer products 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 Issuer must work with licensed third-party distributors to distribute its products to the points of connection.

In the United States, both federal and state laws generally prohibit the Issuer from providing anything of value to retailers, including paying slotting fees or holding ownership interests in retailers. Some states prohibit the Issuer from being licensed as a wholesaler for its own products. State laws also regulate the interactions among the Issuer (and its Group subsidiaries), 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 Issuer (or one of its Group subsidiaries) 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 to 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, impose minimum prices on beer products or impose other restrictions on sales, which affect demand for its products. Moreover, governments may respond to public pressure to curtail alcohol consumption by raising the legal drinking age, further limiting the number, type or operating hours of retail outlets or expanding retail licensing requirements. The Issuer and its Group subsidiaries work both independently and together with other brewers and alcoholic beverage companies to limit the negative consequences of inappropriate use of alcohol products, and actively promote responsible sales and consumption.

Similarly, the Issuer may need to respond to new legislation curtailing soft drink consumption at schools and other government-owned facilities.

The Issuer and its Group subsidiaries 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 *"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 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 USD18 per barrel (equivalent to 1.1734776 hectolitres) 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 the past

few years, Belgium, Mexico, Peru, Bolivia, Brazil, Russia and Ukraine have all adopted proposals to increase beer excise taxes. Rising excise duties can drive up the Issuer's pricing to the consumer, which in turn could have a negative impact on its results of operations. See *"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 ecotaxes 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, ecotax and/or extended producer responsibility statutes and regulations also apply in various jurisdictions in which the Group operates.

The Issuer and its Group subsidiaries are subject to different environmental legislation and controls in each of the countries in which they operate. Environmental laws in the countries in which the Group operates are mostly related 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. 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 expenditure. 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 Issuer by its operating subsidiaries is, in certain countries, subject to exchange control restrictions of the respective jurisdictions where those subsidiaries are organised and operate.

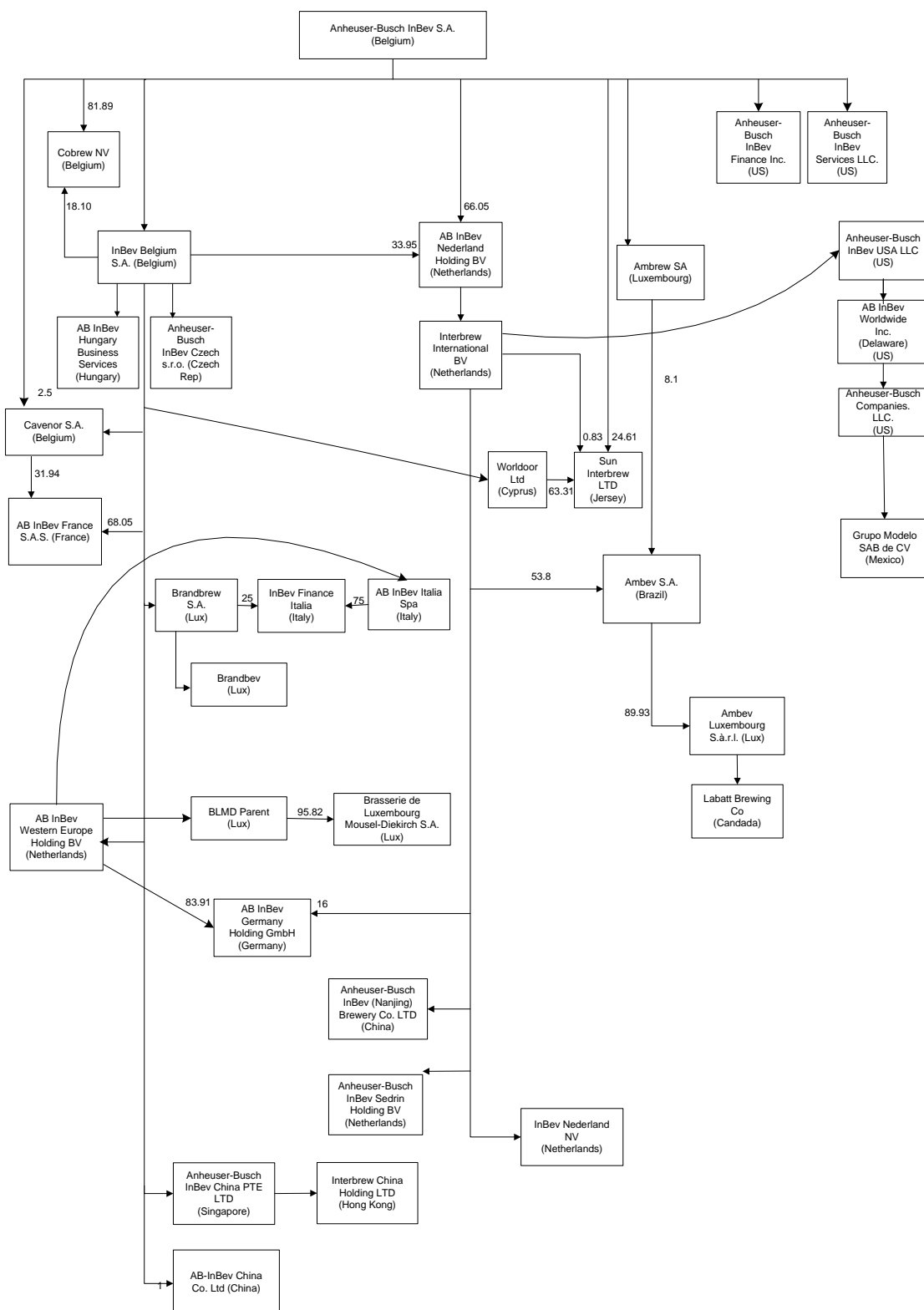
Group Organisational Structure

The Issuer is the parent company of the Group. The Issuer's most significant subsidiaries (as at 31 December 2013) 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 3° Andar Itaim Bibi São Paulo	Brazil	62%	62%
Grupo Modelo, S.A.B. de C.V. Javier Barros Sierra No. 555 Piso 3 Zedec Santa Fe, 01210 Mexico, DF	Mexico	96%	96%

For a more comprehensive list of the Issuer's most important financing and operating subsidiaries, see note 36 of its audited consolidated financial statements as of 31 December 2013 and 2012, and for the three years ended 31 December 2013.

The diagram below shows a simplified legal structure of the Issuer's group as at the date of this Base Prospectus and provides an overview of its main subsidiaries.



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The Issuer is the 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.

Related Party Transactions

The Issuer 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 the Issuer imports its 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 its consolidated financial statements as related party transactions because they are eliminated on consolidation.

On 28 January 2014, a subsidiary of the Issuer's subsidiary Ambev acquired from an indirect subsidiary of the Issuer a 50 per cent. equity interest in Cerveceria Bucanero S.A., a Cuban company in the business of producing and selling beer.

Major Shareholders

Shareholding Structure

The following table shows the Issuer's shareholding structure based on the notifications made to the Belgian Financial Services and Markets Authority (the "**BFSMA**") (previously and until 1 April 2011, the Belgian Banking, Finance and Insurance Commission (the "**CBFA**")) and to the Issuer on the date specified below by the shareholders specified below in accordance with Article 6 of the Belgian Law of 2 May 2007 on the disclosure of significant shareholdings in listed companies and in accordance with Article 74 of the Belgian Law of 1 April 2007 on public take-over bids or information based on public filings with the U.S. Securities and Exchange Commission.

The first ten entities mentioned in the table act in concert and jointly hold 839,172,743 of the Issuer's shares, representing 52.20 per cent. of the voting rights attached to the Issuer's shares outstanding as of 31 December 2013. Under Belgian law, shareholders are required to notify the Issuer as soon as the amount of securities held giving voting right exceeds or falls below a 3 per cent. threshold.

All of the Issuer's shares have the same voting rights.

Major shareholders	Number of shares held	% of the voting rights attached to outstanding shares held	As of date in notification or SEC filing⁽⁷⁾
Stichting Anheuser-Busch InBev, a stichting incorporated under Dutch law (the " Stichting ") ⁽¹⁾⁽²⁾	663,074,830	41.24%	15 January 2014
EPS Participations S.à.R.L., a company incorporated under Luxembourg law, affiliated to Eugénie Patri Sébastien (EPS) SA., its parent company ⁽²⁾⁽³⁾⁽⁵⁾	130,063,567	8.09%	15 January 2014
Eugénie Patri Sébastien (EPS) SA, a company incorporated under Luxembourg law, affiliated to the Stichting that it jointly controls with BRC S.à.R.L. ⁽²⁾⁽³⁾⁽⁵⁾	100,000	0.01%	15 January 2014
Rayvax Société d'Investissement SA, a company incorporated under Belgian law	10	<0.01%	15 January 2014
Fonds Verhelst SPRL, a company with a social purpose incorporated under Belgian law	0	0.00%	15 January 2014
Fonds Voorzitter Verhelst SPRL, a company with a social purpose incorporated under Belgian law, affiliated to Fonds Verhelst SPRL with social purpose, that controls it	6,997,665	0.44%	15 January 2014
Stichting Fonds InBev-Baillet Latour, a stichting incorporated under Dutch law	0	0.00%	15 January 2014
Fonds InBev-Baillet Latour SPRL, a company with a social purpose incorporated under Belgian law, affiliated to Stichting Fonds InBev-Baillet Latour under Dutch law, that controls is ⁽⁶⁾	5,485,415	0.34%	15 January 2014
BRC S.à.R.L., a company incorporated under Luxembourg law, affiliated to the Stichting that it jointly controls with Eugénie Patri Sébastien (EPS) SA ⁽²⁾⁽⁴⁾	32,966,462	2.05%	15 January 2014

Major shareholders	Number of shares held	% of the voting rights attached to outstanding shares held	As of date in notification or SEC filing ⁽⁷⁾
Sébastien Holding NV/SA, a company incorporated under Belgian law, affiliated to Rayvax Société d'Investissement SA, its parent company	484,794	0.03%	15 January 2014
Anheuser-Busch InBev SA/NV	1,093,369	0.07%	15 January 2014
BrandBrew SA, a company incorporated under Luxembourg law and a subsidiary of Anheuser-Busch InBev SA/NV	525,433	0.03%	15 January 2014
BlackRock, Inc.	Undisclosed	< 3.00%	25 February 2014

⁽¹⁾ See section "*Controlling Shareholder*." By virtue of their responsibilities as directors of the Stichting, Stéfan 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 SEC, to be beneficial owners of the Issuer's ordinary shares held by the Stichting. However, each of these individuals disclaims such beneficial ownership in such capacity.

⁽²⁾ See section "*Shareholders' Arrangements*."

⁽³⁾ By virtue of their responsibilities as directors of Eugénie Patri Sébastien S.A. and EPS Participations S.à.R.L., Stéfan Descheemaeker, Paul Cornet de Ways Ruart, Grégoire de Spoelberch and Alexandre Van Damme may be deemed, under the rules of the SEC, to be beneficial owners of the Issuer's ordinary shares held by Eugénie Patri Sébastien S.A. and EPS Participations S.à.R.L. 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 S.à.R.L. and as a result, under the rules of the SEC, they are deemed to be beneficial owners of the Issuer's ordinary shares held by BRC S.à.R.L. By virtue of his responsibility as a director of BRC S.à.R.L., Roberto Moses Thompson Motta may also be deemed, under the rules of the SEC, to be the beneficial owner of the Issuer's ordinary shares held by BRC S.à.R.L. However, Roberto Moses Thompson Motta disclaims such beneficial ownership in such capacity.

⁽⁵⁾ On 18 December 2013, Eugénie Patri Sébastien (EPS) SA contributed to EPS Participations S.à.R.L. its certificates in the Stichting and the shares it held directly in the Issuer, except for 100,000 shares.

⁽⁶⁾ On 27 December 2013, Stichting Fonds InBev-Baillet Latour under Dutch law, acquired a controlling stake in Fonds-InBev Baillet Latour SPRL, a company with a social purpose.

⁽⁷⁾ On 14 February 2014, a Schedule 13G was filed confirming that, as of 31 December 2013, a group of shareholders beneficially hold 839,172,743 of the Issuer's shares, representing 52.20 per cent. of its voting rights.

Since 1 January 2010 and until the notification made on 15 January 2014, there have been no significant changes for the first ten entities mentioned in the table above. Since 1 January 2010 and until the notification made on 15 January 2014, there have been no significant changes for either the Issuer or BrandBrew SA. On 25 February 2014 BlackRock, Inc. notified the Issuer that its shareholdings had fallen below 3 per cent. of the Issuer's voting rights. This notification was subsequent to a series of successive notifications in 2014 and 2013 in which BlackRock, Inc. notified the Issuer that its shareholding exceeded or had fallen below the threshold of 3 per cent. of the Issuer's voting rights (17 February 2014, 3 February 2014, 23 January 2014, 21 January 2014, 28 October 2013, 26 June 2013, 4 March 2013).

Controlling Shareholder

The Issuer's controlling shareholder is the Stichting, a foundation (stichting) 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 interests of the Brazilian families which were previously the controlling shareholders of Ambev (represented by BRC S.à.R.L.).

As of 15 January 2014, the Stichting owned 663,074,830 of the Issuer's shares, which represented a 41.24 per cent. voting interest in the Issuer based on the number of its shares outstanding as of 15 January 2014. The Stichting and certain other entities acting in concert with Stichting (see "*Shareholders' Arrangements*" below) held, in the aggregate, 52.20 per cent. of the Issuer's shares based on the number of its shares outstanding on 15 January 2014. As of 15 January 2014, BRC S.à.R.L. held 331,537,415 class B Stichting certificates (indirectly representing 20.62 per cent. of the Issuer's shares) and EPS Participations S.à.R.L. held 331,537,415 class A Stichting certificates (indirectly representing 20.62 per cent. of the Issuer's shares). The Stichting is governed by its bylaws and its conditions of administration.

Shareholders' Arrangements

In connection with the combination of Interbrew with Ambev in 2004, BRC S.à.R.L, Eugénie Patri Sébastien SA, Rayvax Société d'Investissement SA and the Stichting entered into a shareholders' agreement on 2 March 2004 which provides for BRC S.à.R.L and Eugénie Patri Sébastien SA to hold their interests in the Issuer through the Stichting (except for approximately 130 million of the Issuer's shares that are held directly or indirectly by Eugénie Patri Sébastien SA and approximately 33 million of the Issuer's shares that are held directly by BRC S.à.R.L as of 15 January 2014. The shareholders' agreement was amended and restated on 9 September 2009 and has been filed as Exhibit 3.1 to this Form 20-F. On 18 December 2013, Eugénie Patri Sébastien SA contributed to EPS Participations S.à.R.L. its certificates in the Stichting and the shares it held in the Issuer, except for 100,000 shares. EPS Participations S.à.R.L. has joined the concert constituted by BRC S.à.R.L, Eugénie Patri Sébastien SA, Rayvax Société d'Investissement SA and the Stichting and adhered to the shareholders' agreement.

The shareholders' agreement addresses, among other things, certain matters relating to the Issuer's governance and management and to the governance and management of the Stichting, as well as the transfer of the Stichting certificates. Pursuant to the terms of the shareholders' agreement, BRC S.à.R.L and Eugénie Patri Sébastien SA jointly and equally exercise control over the Stichting and those of the Issuer's shares held by the Stichting. Among other things, BRC S.à.R.L and Eugénie Patri Sébastien SA have agreed that the Stichting will be managed by an eight-member board of directors and that each of BRC S.à.R.L and Eugénie Patri Sébastien SA will have the right to appoint four directors to the Stichting board of directors. At least seven of the eight Stichting directors must be present 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, including at least two directors appointed by BRC S.à.R.L and two appointed by Eugénie Patri Sébastien SA. Subject to certain exceptions, all decisions of the Stichting with respect to the Issuer's shares held by it, including how such shares will be voted at the Issuer's shareholders' meetings, will be made by the Stichting board of directors.

The shareholders' agreement requires the Stichting board of directors to meet prior to each of the Issuer's shareholders' meetings to determine how those of its shares held by the Stichting will be voted.

The shareholders' agreement as amended provides for restrictions on the ability of BRC S.à.R.L and EPS Participations S.à.R.L. to transfer their Stichting certificates (and consequently their shares in the Issuer held through the Stichting).

In addition, the shareholders' agreement requires Eugénie Patri Sébastien SA, EPS Participations S.à.R.L., BRC S.à.R.L and their permitted transferees under the shareholders' agreement whose shares in the Issuer are not held through the Stichting to vote their shares in the Issuer in the same manner as the Issuer's shares held by the Stichting and to effect any transfers of their shares in the Issuer in an orderly manner of disposal that does not disrupt the market for the Issuer's shares and in accordance with any conditions established by the Issuer to ensure such orderly disposal. In addition, under the shareholders' agreement, Eugénie Patri Sébastien SA, EPS Participations S.à.R.L. and BRC S.à.R.L agree not to acquire any shares of Ambev's capital stock, subject to limited exceptions.

Pursuant to the shareholders' agreement, the Stichting board of directors proposes to the Issuer's shareholders' meeting for approval the nomination of eight directors to the Issuer's Board of Directors, among which each of BRC S.à.R.L and Eugénie Patri Sébastien SA have the right to nominate four directors. In addition, the Stichting board of directors proposes the nomination of four to six directors to the Issuer's Board who are independent of shareholders.

The shareholders' agreement will remain in effect for an initial term of 20 years starting from 27 August 2004. Thereafter, it 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, either BRC S.à.R.L or Eugénie Patri Sébastien SA notifies the other of its intention to terminate the shareholders' agreement.

In addition, the Stichting has entered into a voting agreement with Fonds InBev-Baillet Latour SPRL, a company with a social purpose and Fonds Voorzitter Verhelst SPRL, a company with a social purpose. This agreement provides for consultations between the three bodies before any of the Issuer's shareholders' meetings to decide how they will exercise the voting rights attached to Anheuser Busch InBev's shares. Under this voting agreement, consensus is required for all items that are submitted to the

approval of any of Anheuser Busch InBev's shareholders' meetings. If the parties fail to reach a consensus, Fonds InBev-Baillet Latour SPRL, a company with a social purpose and Fonds Voorzitter Verhelst SPRL, a company with a social purpose will vote their shares in the same manner as the Stichting. This agreement will expire on 16 October 2016, but is renewable.

Share Capital

The Issuer's issued and paid up share capital at the date of this Base Prospectus was EUR 1,238,608,344.12] represented by 1,608,242,156 shares without a nominal value.

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 2013 and 31 December 2012. 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 31 December 2013 and 2012, together with the audit report of PricewaterhouseCoopers Bedrijfsrevisoren BCVBA 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 report thereto.

Condensed Consolidated Income Statement for the years ended 31 December 2013 and 2012

	2013				2012 ⁽¹⁾			
		Guarantors				Guarantors		
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	Subsidiary Guarantors	
				(million US dollar)				
Revenue	43,195	—	—	14,309	39,758	—	14,917	
Cost of sales	(17,594)	—	—	(6,383)	(16,422)	—	(6,461)	
Gross profit	25,601	—	—	7,926	23,336	—	7,736	
Distribution expenses.....	(4,061)	—	—	(915)	(3,787)	—	(943)	
Sales and marketing expenses	(5,958)	—	—	(1,681)	(5,254)	—	(1,587)	
Administrative expenses	(2,539)	—	—	(263)	(2,200)	—	(267)	
Other operating income/(expenses)	990	835	—	(1,466)	652	790	(1,316)	
Fair value adjustments	6,410	—	—	6,415	—	—	—	
Profit from operations	20,443	835	—	10,016	12,747	790	3,623	
Net finance cost	(2,203)	(2,152)	(63)	2,454	(2,366)	(2,370)	427	
Share of result of associates	294	—	—	277	624	—	5	
Profit before tax	18,534	(1,317)	(63)	12,747	11,005	(1,580)	4,055	
Income tax expense	(2,016)	594	30	(1,259)	(1,680)	722	(1,321)	
Profit	16,518	(723)	(33)	11,488	9,325	(858)	2,734	
Income from subsidiaries	—	8,164	—	781	—	2,176	711	
Profit	16,518	7,441	(33)	12,269	9,325	1,318	3,445	
Attributable to:								
Equity holders of AB InBev	14,394	7,441	(33)	12,269	7,160	1,318	3,445	
Non-controlling interest	2,124	—	—	—	2,165	—	—	

(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).

Condensed Consolidated Balance Sheet as at 31 December 2013 and 2012

	2013				2012 ⁽¹⁾			
	Guarantors				Guarantors			
	Group	AB InBev Worldwide Inc	AB InBev v Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev v Finance Inc	Subsidiary Guarantors
	(million US dollar)							
ASSETS								
Non-current assets								
Property, plant and equipment	20,889	—	—	5,171	16,461	—	—	5,475
Goodwill	69,927	—	—	32,654	51,766	—	—	32,654
Intangible assets	29,338	—	—	21,630	24,371	—	—	21,663
Investments in subsidiaries	—	60,641	—	17,251	—	52,897	—	3,602
Investments in associates	187	—	—	58	7,090	—	—	56
Deferred tax assets	1,180	—	14	—	807	—	—	—
Other non-current assets	1,455	377	5,128	70,418	1,496	365	—	33,479
	122,97				101,99			
	6	61,018	5,142	147,182	1	53,262	—	96,929
Current assets								
Inventories	2,950	—	—	632	2,500	—	—	636
Trade and other receivables	5,362	325	11	4,305	4,023	1,257	—	2,470
Cash and cash equivalents	9,839	8	216	11,258	7,051	362	—	9,793
Investment securities	123	—	—	—	6,827	2,864	—	—
Other current assets	416	548	3	—	229	667	—	(528)
	18,690	881	230	16,195	20,630	5,150	—	12,371
	141,66				122,62			
Total assets	6	61,899	5,372	163,377	1	58,412	—	109,300
EQUITY AND LIABILITIES								
Equity								
Equity attributable to equity holders of AB InBev	50,365	21,628	232	94,611	41,154	15,555	—	74,837
Minority interest	4,943	—	—	10	4,299	—	—	10
	55,308	21,628	232	94,621	45,453	15,555	—	74,847
Non-current liabilities								
Interest-bearing loans and borrowings	41,274	35,019	5,084	32,566	38,951	39,309	—	8,690
Employee benefits	2,862	—	—	1,516	3,687	—	—	2,281
Deferred tax liabilities	12,841	—	—	10,799	11,168	—	—	10,677
Other non-current liabilities	3,754	—	—	533	2,954	—	—	717
	60,731	35,019	5,084	45,414	56,760	39,309	—	22,365
Current liabilities								
Interest-bearing loans and borrowings	7,846	4,758	—	4,662	5,390	3,081	—	2,761
Income tax payable	1,105	—	—	431	543	—	—	—
Trade and other payables	16,474	455	56	3,536	14,295	467	—	4,286
Other current liabilities	202	39	—	14,713	180	—	—	5,041
	25,627	5,252	56	23,342	20,408	3,548	—	12,088
	141,66				122,62			
Total equity and liabilities	6	61,899	5,372	163,377	1	58,412	—	109,300

(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).

Condensed Consolidated Cash Flow Statement for the years ended 31 December 2013 and 2012

	2013				2012 ⁽¹⁾		
		Guarantors				Guarantors	
	Group	AB InBev Worldwide Inc	AB InBev Finance Inc	Subsidiary Guarantors	Group	AB InBev Worldwide Inc	AB InBev Finance Inc
				(million US dollar)			
OPERATING ACTIVITIES							
Profit.....	16,518	7,441	(33)	12,269	9,325	1,318	3,445
Depreciation, amortization and impairment.....	2,985	—	—	717	2,747	—	752
Net finance cost.....	2,203	2,152	63	(2,454)	2,366	2,370	(426)
Income tax expense.....	2 016	(594)	(30)	1,258	1,680	(722)	1,321
Investment income.....	—	(8,164)	—	(781)	—	(2,176)	(711)
Revaluation of initial investment in Grupo Modelo	(6,415)	—	—	(6,415)	—	—	—
Other items	(69)	—	—	(63)	(390)	—	114
Cash flow from operating activities before changes in working capital and use of provisions.....							
Working capital and provisions	213	1,598	4	(1,779)	478	(283)	(653)
Cash generated from operations	17,451	2,433	4	2,752	16,206	507	3,842
Interest paid, net.....	(1,917)	(2,143)	13	1,855	(1,866)	(2,301)	1,253
Dividends received.....	606	2,000	—	610	720	500	843
Income tax paid	(2,276)	—	(1)	(827)	(1,792)	—	(786)
CASH FLOW FROM OPERATING ACTIVITIES							
	13,864	2,290	16	4,390	13,268	(1,294)	5,152
INVESTING ACTIVITIES							
Acquisition and sale of subsidiaries, net of cash acquired/disposed of.....	(17,397)	(3)	—	(1008)	(1,412)	(14)	(86)
Acquisition of property, plant and equipment and of intangible assets	(3,869)	—	—	(410)	(3,264)	—	(356)
Proceeds from the sale of assets held for sale.....	4,002	—	—	—	—	—	—
Net proceeds from sale/(acquisition) of investment in short-term securities.....	6,707	2,864	—	—	(6,702)	(2,863)	—
Net proceeds/(acquisition) of other assets	(145)	—	—	19	23	—	26
Net repayments/(payments) of loans granted.....	131	—	(5,160)	(53,749)	14	—	(1,424)
CASH FLOW FROM INVESTING ACTIVITIES							
	(10,281)	2,861	(5,160)	(55,148)	(11,341)	(2,877)	(1,840)
FINANCING ACTIVITIES							
Intra-group capital reimbursements.....	—	(1,500)	250	423	—	90	2,089
Proceeds from borrowings	22,464	2,546	5,197	48,730	18,463	7,501	3,418
Payments on borrowings	(18,006)	(5,090)	(53)	(4,219)	(14,814)	(3,736)	(4,336)
Cash received for deferred shares instrument.....	1,500	—	—	—	—	—	—
Other financing activities	636	—	—	1,145	145	(67)	(623)
Dividends paid	(6,253)	(1,500)	—	(4,130)	(3,632)	—	(3,799)
CASH FLOW FROM FINANCING ACTIVITIES							
	341	(5,544)	5,360	41,949	162	3,788	(3,251)
Net increase/(decrease) in cash and cash equivalents							
Cash and cash equivalents less bank overdrafts at beginning of year	7,051	362	—	4,760	5,312	745	4,767
Effect of exchange rate fluctuations	(1,142)	—	—	600	(350)	—	(68)
Cash and cash equivalents less bank overdrafts at end of year							
	9,833	(31)	216	(3,449)	7,051	362	4,760

(1) 2012 as Reported, adjusted to reflect the effects of retrospective application on the revised IAS 19 Employee Benefits (see Note 3 Summary of significant accounting policies to Anheuser Busch InBev's audited financial information as of 31 December 2013).

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 it believes that it is in its best interests to do so.

The Issuer

Grupo Modelo Transaction

On 31 January 2013, the Group announced that the U.S. Department of Justice had filed an action seeking to block the combination with Grupo Modelo, and specifically, the Group's proposal at that time to acquire the remaining stake in Grupo Modelo.

Thereafter, on 19 April 2013, the Group 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 Group to Constellation Brands, Inc., 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 fifty states of the United States, the District of Columbia and Guam.

The Group announced the completion of the combination with Grupo Modelo on 4 June 2013, and on 7 June 2013, it announced that in a related transaction, Grupo Modelo completed the sale of its business in the fifty states of the United States, the District of Columbia and Guam to Constellation Brands, Inc. for approximately USD 4.75 billion, in aggregate, subject to post-closing adjustment, which was paid by Constellation Brands, Inc. on 6 June 2014. The post-closing adjustment was USD 558 million.

Cerveceria Bucanero Trademark Claim

In 2009, the Issuer received notice of a claim purporting to be made under the Helms-Burton Act relating to the use of a trademark by Cerveceria Bucanero S.A., which is alleged to have been confiscated by the Cuban government and trafficked by the Issuer through its ownership and management of Cerveceria Bucanero S.A. Although the Issuer has attempted to review and evaluate the validity of the claim, due to the uncertain underlying circumstances, the Issuer is currently unable to express a view as to the validity of such claims, or as to the standing of the claimants to pursue them.

German Antitrust Investigation

In August 2011, the German Federal Cartel Office (*Bundeskartellamt*) launched an investigation against several breweries and retailers in Germany in connection with an allegation of anticompetitive vertical price maintenance by breweries vis-à-vis their trading partners in Germany. Depending on the outcome of the investigation, the Issuer may face fines. The Issuer is taking the appropriate steps in the pending proceedings but has not recorded any provisions for any potential fines at this point in time, as it does not know whether it will eventually face any such fines and, in any event, cannot at this stage reliably estimate the appropriate amount. In addition, the Issuer cannot at this stage estimate the precise timing of the resolution of this matter.

Budweiser Trademark Litigation

The Issuer is involved in a longstanding trademark dispute with the brewer Budejovický 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 more than 65 actions pending in approximately 20 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.

Starbev Litigation

At the time of the 2009 sale of the Group's Central European operations to CVC Capital Partners, the Group received rights under a Contingent Value Right Agreement ("**CVR Agreement**") to a future payment that was contingent on CVC's return on its initial investments. On 15 June 2012, CVC sold the business to Molson Coors Brewing Company for an aggregate consideration of EUR 2.65 billion. The Group believes that as a result of the sale to Molson, the return earned by CVC Capital Partners triggered the Group's right to a further payment under the CVR Agreement. On 25 October 2012, CVC Capital Partners issued proceedings against the Group in the English Commercial Court in relation to the CVR Agreement and sought a declaration that the return it received following the sale to Molson did not trigger the Group's right to payment. The Issuer served its defence and counterclaim on 19 December 2012. The

amount the Group is able to recover will depend on discovery and calculation criteria to be explored at trial in March 2014.

Investigations Inquiring into Indian Operations

The Issuer has been informed by the SEC and the DOJ that they are conducting investigations into the Issuer's affiliates in India, including the Issuer's non-consolidated Indian joint venture, ABInBev India Private Limited, and whether certain relationships of agents and employees were compliant with the FCPA. The Issuer is investigating the conduct in question and cooperating with the SEC and the DOJ.

Alcohol-by-Volume Litigation

In the first quarter of 2013, nine lawsuits were filed against the Group relating to the alcohol-by-volume in several of its beer brands. Eight of these lawsuits were filed in Federal Courts located in California, Colorado, New Jersey, Ohio, Pennsylvania and Texas. The ninth was filed in State Court in Missouri. The lawsuits generally allege that such products contain lower alcohol-by-volume levels than what is stated on the labels, in violation of various federal and state laws. In June 2013, the lawsuits in Federal Courts were consolidated into a multi-district litigation in Ohio. In June 2014, the lawsuits in Federal Courts were dismissed with prejudice. Plaintiffs have appealed the dismissal and the lawsuit in State Court in Missouri is ongoing. The Group will vigorously defend against these lawsuits.

Tax Matters

As of 30 June 2014, Ambev and its subsidiaries had several tax claims pending in Brazil, including judicial and administrative proceedings. Most of these claims relate to ICMS value added tax, IPI excise tax and income tax and social contributions. As of 30 June 2014, Ambev had made provisions of 303 million reais (USD 138 million) in connection with those tax proceedings for which it believed there was a probable chance of loss.

Among the pending tax claims, there are claims filed by Ambev against Brazilian tax authorities alleging that certain taxes are unconstitutional. Such tax proceedings include claims for income taxes, ICMS value added tax, IPI excise tax and taxes on revenue, such as the Social Integration Program Contribution (*Programa de Integração Social*) ("**PIS**" and the Social Security Funding Contribution (*Contribuição para Financiamento da Seguridade Social*), ("**COFINS**"). As these claims are contingent on obtaining favourable judicial decisions, the corresponding assets which might arise in the future are only recorded once it becomes certain that Ambev will receive the amounts previously paid or deposited.

As of 30 June 2014, there were also tax proceedings with a total estimated possible risk of loss of 15.7 billion reais (USD 7.8 billion). Approximately 11.1 billion reais (USD 5.1 billion) of this figure related to income tax and social contributions. Approximately 4.3 billion reais (USD 1.9 billion) related to value added and excise taxes, of which the most significant are discussed under this section, "*Ambev and its Subsidiaries*".

Value Added Tax, Excise Tax and Taxes on Net Sales

Ambev is currently party to legal proceedings with the State of Rio de Janeiro where it is challenging such State's attempt to assess ICMS with respect to irrevocable discounts granted by Ambev in January 1996 and February 1998. These proceedings are currently before the Superior Court of Justice and the Brazilian Supreme Court. In November 2013, Ambev received similar tax assessments issued by the State of Pará. Ambev management estimates the total exposure in relation to the matter to be of 784 million reais (USD 356 million) as of 30 June 2014, which Ambev has treated as a possible loss. Such estimate is based on reasonable assumptions and assessments of management, but should Ambev lose such proceedings the expected net impact on its income statement would be an expense for this amount.

Many states in Brazil offer tax benefits programmes to attract investments to their regions. Ambev participates in ICMS value-added tax credit programmes offered by various Brazilian states, which provide (i) tax credits to offset ICMS value-added tax payable and (ii) ICMS value-added tax deferrals. In return, Ambev is required to meet certain operational requirements including, depending on the state, production volume and employment targets, among others. All of these conditions are included in specific agreements between Ambev and the Brazilian state governments. In the event that Ambev does not meet the programme's targets, future benefits may be withdrawn. The total amount deferred (financing) as of 30 June 2014, was 170 million reais (USD 77 million).

There is a controversy regarding whether these state tax deferral benefits are constitutional when granted without the approval of every state of Brazil. Some states and public prosecutors have filed direct actions of unconstitutionality in the Brazilian Supreme Court to challenge the constitutionality of certain Brazilian state laws granting tax incentive programmes unilaterally, without the prior approval of CONFAZ (the council formed by all 27 Brazilian State Treasury Secretaries). Since 2007, Ambev has received tax assessments from the States of São Paulo, Rio de Janeiro and Minas Gerais in the aggregate amount of approximately 364 million reais (USD 165 million), challenging the legality of tax credits arising from existing tax incentives received by Ambev in other states. Ambev has treated these proceedings as a possible (but not probable) loss. Should Ambev lose such proceedings, the expected net impact on its income statement would be an expense for this amount. Moreover, Ambev cannot rule out the possibility of other Brazilian states issuing similar tax assessments related to Ambev's tax incentives. In 2011 the Brazilian Supreme Court declared 14 Brazilian state laws granting tax incentives without the prior approval of CONFAZ unconstitutional, including one granting incentives to Ambev in the federal district, which Ambev has ceased to benefit from since such decision. In a meeting held on 30 September 2011, CONFAZ issued a resolution suspending the state's right to claim return of the tax incentives incurred by the beneficiaries of the state laws declared unconstitutional. There are a number of other actions before the Brazilian Supreme Court challenging the constitutionality of benefit laws offered by some states, which may impact Ambev's tax benefits.

Goods manufactured within the Manaus Free Trade Zone – ZFM intended for consumption elsewhere in Brazil are exempt from the Brazilian IPI excise tax. Ambev's subsidiaries have been registering IPI excise tax presumed credits upon the acquisition of exempted inputs manufactured therein. Since 2009 Ambev has been receiving a number of tax assessments from the Brazilian Federal Tax Authorities relating to the disallowance of such presumed credits, which decision from the Upper House of the Administrative Court is still pending. Ambev's management estimates possible losses in relation to these assessments to be approximately 766 million reais (USD 348 million) as of 30 June 2014.

Ambev Profits Generated Abroad

During the first quarter of 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 Court decided one of the tax assessments relating to 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 Appellate Division of the Administrative Court and is awaiting its decision. With respect to another of the tax assessments relating to foreign profits, the Administrative Court rendered a decision favourable to Ambev in September 2011. In December 2013, Ambev received another tax assessment related to the matter. Ambev estimates the exposures of possible losses in relation to these assessments to be approximately 4.1 billion reais (USD 1.9 billion) as of 30 June 2014, and of probable losses to be of 34 million reais (USD 15 million).

Tax Loss Offset

Ambev and certain of its subsidiaries received a number of assessments from Brazilian federal tax authorities relating to the offset of tax loss carry forwards arising in the context of business combinations. Ambev estimated the total exposures of possible losses in relation to these assessments to be approximately of 408 million reais (USD 185 million) as of 30 June 2014. Ambev has not recorded any provision in connection therewith.

Tax Amnesty and Refinancing Programme

In 2009, Ambev elected to enroll in the Tax Amnesty and Refinancing Program, introduced by Brazilian Federal Law 11,941/09, with respect to some of its current tax lawsuits. Under this program, Ambev agreed to pay 375 million reais (USD 170 million) in 180 monthly installments, as from June 2011, in return for ceasing to dispute certain tax amounts (the "**2009 Tax Amnesty and Refinancing Program**"). As of December 2013, the total amount due under the 2009 Tax Amnesty and Refinancing Program was approximately 239 million reais (USD 102 million), referred to under "*Other taxes, charges and contributions*". As of 30 June 2014, Ambev has paid in cash the total amount due under the 2009 Tax Amnesty and Refinancing Programme.

In December 2013, pursuant to Law No. 12,865/2013, which allowed the inclusion of additional disputed tax amounts in a Tax Amnesty and Refinancing Program with the same conditions of the 2009 Tax

Amnesty and Refinancing Program (the "**2013 Tax Amnesty and Refinancing Program**"), Ambev included in the 2013 Tax Amnesty and Refinancing Program certain additional disputed tax amounts that had been previously litigated by Ambev. As of 30 June 2014, the tax liabilities included in the 2013 Tax Amnesty and Refinancing Program totaled 175 million reais (USD 79 million).

Special Goodwill Reserve

In December 2011, Ambev received a tax assessment from the *Secretaria da Receita Federal do Brasil* related to the goodwill amortisation resulting from InBev Brasil's merger with Ambev. In June 2012, Ambev filed an appeal against the unfavourable first-level administrative decision and awaits the decision of the Administrative Court. Ambev believes that the goodwill amortisation and respective deduction for tax purposes were in compliance with the provisions set forth by CVM Instruction No. 319/1999 and that Ambev's use of this goodwill was lawful. Ambev believes that the Brazilian Federal Tax Authorities' position is incorrect, the grounds to contest the tax assessment are well founded, and the risk of loss is possible (but not probable). Accordingly, Ambev has not recorded any provisions for this matter and estimates the amount of possible losses in relation to this assessment to be approximately 4.1 billion reais (USD 1.9 billion) as of 30 June 2014. In the event that Ambev is required to pay these amounts, the Issuer will reimburse Ambev the amount proportional to the benefit received by the Issuer pursuant to the merger protocol, as well as the related costs.

In October 2013, Ambev also received a tax assessment related to the goodwill amortisation resulting from the merger of Quinsa S.A. with Ambev. Ambev filed a defence in November 2013 and awaits the administrative first decision. Ambev management estimates the amount of possible losses in relation to this assessment to be approximately 1.1 billion reais (USD 0.5 billion) as of 30 June 2014. Ambev has not recorded any provision in connection therewith.

Labour matters

Ambev is involved in a total of 21,452 labour claims. In Brazil, it is not unusual for a company to be named as a defendant in such a significant number of claims. As of 30 June 2014, Ambev has made provisions totaling 93 million reais (USD 42 million) in connection with slightly over a fifth of the above claims with former and current employees. The claims primarily relate to overtime, dismissals, severance, health and safety premiums, supplementary retirement benefits and other matters, all of which are awaiting judicial resolution.

Civil Claims

As of 30 June 2014, Ambev had 4,259 civil claims pending in Brazil, including third-party distributors and product-related claims. Ambev is the plaintiff in 1,029 and the defendant in 3,230 of these claims. Ambev has established provisions totaling 26 million reais (USD 12 million) for Ambev and its subsidiaries as of 30 June 2014, in connection with civil claims.

Zeca Pagodinho

Ambev is party to a tortious interference claim brought by its competitor Schincariol whereby Schincariol seeks damages in the range of 100 million reais (USD 43 million) from Ambev, claiming that Ambev signed up entertainer Zeca Pagodinho while he was still contractually bound with Schincariol. The parties settled the case amicably and Schincariol recently filed a petition waiving the claim against Ambev. We are currently waiting for the final termination of the lawsuit by the court, without any payment by Ambev.

Warrants

In 2002, Ambev decided to request a ruling from the CVM (*Comissão de Valores Mobiliários*, the Securities and Exchange Commission of Brazil) in connection with a dispute between Ambev and some of its warrant holders regarding the criteria used in the calculation of the strike price of certain Ambev warrants. In March and April 2003, the CVM ruled that the criteria used by Ambev to calculate the strike price were correct. In response to the CVM's final decision and seeking to reverse it, some of the warrant holders filed separate lawsuits before the courts of São Paulo and Rio de Janeiro.

Although the warrants expired without being exercised, the warrant holders claim that the strike price should be reduced to take into account the strike price of certain stock options granted by Ambev under its Stock Ownership Program, as well as for the strike price of other warrants issued in 1993 by Brahma.

Ambev has knowledge of at least seven claims in which the plaintiff argues that they would be entitled to those rights. Two of them were ruled favourably to Ambev by the appellate court of the State of São Paulo. A third one was settled. Ambev received a favourable ruling in one claim by a first level court in Rio de Janeiro, and the appellate court of the State of Rio de Janeiro ruled against Ambev in the other three claims. Ambev has appealed to the Superior Court of Justice with respect to the final decisions issued by the appellate court of the State of Rio de Janeiro.

The warrant holders of one of the claims denied by the appellate court of the State of São Paulo have also appealed to the Superior Court of Justice. The Superior Court of Justice decided in favour of Ambev in both claims, although one of the decisions was rendered by a single judge and was appealed to the full court, where judgment is pending. The possibility of reversal by the full court of a decision issued by a single judge is possible, while the possibility of reversal of a decision issued by the full court is remote.

In the event the plaintiffs prevail in the above six pending proceedings, Ambev believes that the corresponding economic dilution for the existing shareholders would be the difference between the market value of the shares at the time they are issued and the value ultimately established in liquidation proceedings as being the subscription price pursuant to the exercise of the warrants. Ambev believes that the warrants which are the object of those six proceedings represented, on 30 June 2014, 172,831,575 common shares that would be issued at a value substantially below fair market value, should claimants ultimately prevail. The plaintiffs also claim they should receive past dividends related to these shares in the amount of approximately 476 million reais (USD 216 million).

Ambev believes that its chances of receiving unfavourable final decisions are either possible or remote, and therefore it has not established a provision for this litigation in its financial statements. As these disputes are based on whether Ambev should receive as a subscription price a lower price than the price that it considers correct, a provision of amounts with respect to these proceedings would only be applicable with respect to legal fees and past dividends.

Antitrust Matters

Investigations

Ambev currently has a number of antitrust investigations pending against it before antitrust authorities.

Tô Contigo

On 22 July 2009, Conselho Administrativo de Defesa Econômica ("**CADE**") issued its ruling in connection with a proceeding initiated in 2004 as a result of a complaint filed by Schincariol that had, as its main purpose, the investigation of Ambev's conduct in the market, in particular Ambev's customer loyalty programme known as "**Tô Contigo**" and which is similar to airline frequent flyer and other mileage programmes.

During its investigation, the Secretariat of Economic Law of the Ministry of Justice ("**SDE**") concluded that the programme should be considered anticompetitive unless certain adjustments were made. These adjustments have already been substantially incorporated into the current version of the programme at that time, and the programme no longer exists. The SDE opinion did not threaten any fines and recommended that the other accusations be dismissed. After the SDE opinion, the proceeding was sent to CADE, which issued a ruling that, among other things, imposed a fine in the amount of 353 million reais (USD 160 million), or 549 million reais (USD 249 million) as of 30 June 2014, reflecting accrued interest). Ambev has challenged CADE's decision before the federal courts, which have ordered the suspension of the fine and other parts of the decision upon our posting of a guarantee. Ambev has already rendered a court bond (*carta de fiança*) for this purpose and the decision is partially suspended. The lawsuit is awaiting judgment.

On 29 March 2011, and following a determination included in the abovementioned CADE decision, the SDE initiated investigations to determine whether individuals should also be held responsible for the Tô Contigo practices, including Bernardo Pinto Paiva, currently the Issuer's Chief Sales Officer and Ricardo Tadeu Almeida Cabral de Soares, currently the Issuer's Zone President Mexico and formerly the Chief Sales Officer and Sales Executive Officer of Ambev.

Kaiser

On 2 April 2007, Cervejaria Kaiser, which is currently one of the largest beer producers in Brazil and part of the Heineken Group, filed a complaint with Brazilian antitrust authorities alleging that Ambev's cooler programmes and exclusivity agreements constituted anti-competitive practices, and also that Ambev launched two counter brands (Puerto del Sol and Puerto del Mar) in connection with the entry of Kaiser's product Sol Pilsen in 2006. On 9 December 2008, the SDE registered two administrative proceedings to investigate the alleged practices. Ambev's preliminary responses were filed before SDE on 18 February 2009 and 16 January 2012. Both cases are being investigated by CADE. With respect to the Puerto del Sol and Puerto del Mar disputes, one of the five reporting CADE commissioner in charge of the matter issued an opinion in February 2014 finding that no antitrust violations resulted from our launch of these beer brands and recommending that the case be dismissed. In August 2014, the other three commissioners in charge decided that there were no antitrust violations and the case was dismissed.

Environmental Matters

Riachuelo

In 2004, an environmental complaint initiated by certain neighbours residing in the Riachuelo Basin against the State of Argentina, the Province of Buenos Aires, the city of Buenos Aires and more than forty corporate entities (including Cervecería y Maltería Quilmes S.A.) with premises located in the Riachuelo Basin or that discharge their waste into the Riachuelo River. In this complaint, the Argentine Supreme Court of Justice has resolved that the State of Argentina, the Province of Buenos Aires and the city of Buenos Aires remain primarily responsible for the remediation of the environment, and further resolved that Riachuelo Basin Authority ("**Acumar**", an environmental authority created in 2006 pursuant to the Argentine Law No. 26, 168) would be responsible for the implementation of a Remediation Plan for the Riachuelo Basin. The Supreme Court of Justice has not ruled on the issue of liability for environmental damages.

Others

The Public Attorney of the State of Rio de Janeiro requested the initiation of a civil inquiry on 12 December 2003 to investigate anonymous reports of pollution allegedly caused by Nova Rio, Ambev's breweries located in the State of Rio de Janeiro. Currently, this investigation is in the discovery phase. Ambev expects this investigation to be dismissed, as Ambev has presented several expert opinions, including one from the State environmental agency, showing lack of environmental damages. Furthermore, the police of Rio de Janeiro requested the initiation of a criminal inquiry on 2 June 2003 to investigate the author of the alleged environmental crime, which is also in the discovery phase. Ambev expects this investigation will be dismissed concurrently with the civil investigation mentioned above.

Brazilian Beer Industry Litigation

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 2.8 billion reais (USD 1.2 billion) (of which approximately 2.1 billion reais (USD 896 million) 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 per cent of the national beer market share and are responsible for significant 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, 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 2.8 billion reais (USD 1.2 billion) (therefore, it doubles the initial amount involved). The court has admitted the association as joint plaintiff and has agreed to hear the new claims. Ambev believes that its chances of loss are remote and therefore has not made any provision with respect to such claim.

Anheuser-Busch Companies

Dispositions Pension Litigation

On 1 December 2009, the Issuer, Anheuser-Busch Companies, LLC and the Anheuser-Busch Companies Pension Plan were sued in the United States District Court for the Eastern District of Missouri in a lawsuit styled *Richard F. Angevine v. Anheuser-Busch InBev SA/NV, et al.* The plaintiff sought to represent a class of certain employees of Busch Entertainment Corporation, which was divested on 1 December 2009, and the four Metal Container Corporation plants which were divested on 1 October 2009. He also sought to certify a class action and represent certain employees of any other subsidiary of Anheuser-Busch Companies, LLC that has been divested or may be divested during the three-year period from the date of the Anheuser-Busch acquisition, 18 November 2008 through 17 November 2011.

Among other things, the lawsuit claimed that the Issuer, Anheuser-Busch Companies and the Anheuser-Busch Companies Pension Plan failed to provide him and the other class members, if certified, with certain enhanced benefits and the Issuer, Anheuser-Busch Companies and the Anheuser-Busch Companies Pension Plan breached its fiduciary duties under the U.S. Employee Retirement Income Security Act of 1974. On 16 July 2010, the court dismissed the plaintiff's lawsuit. The court ruled that the claims for breach of fiduciary duty and punitive damages were not proper. The court also found that the plaintiff did not exhaust all of his administrative remedies, which he must first do before filing a lawsuit. On 9 August 2010, the plaintiff filed an appeal of this decision to the Eighth Circuit Court of Appeals, which was denied on 22 July 2011. No further appeals were filed.

On 15 September 2010, the Issuer and several of its related companies were sued in Federal Court for the Southern District of Ohio in a lawsuit entitled *Rusby Adams et al. v. AB InBev, et al.* This lawsuit was filed by four employees of Metal Container Corporation's facilities in Columbus, Ohio, Gainesville, Florida, and Ft. Atkinson, Wisconsin that were divested on 1 October 2009. Similar to the Angevine lawsuit, these plaintiffs seek to represent a class of participants of the Anheuser-Busch Companies Salaried Employees' Pension Plan (the "**Plan**") who had been employed by subsidiaries of Anheuser-Busch Companies, LLC that had been divested during the period of 18 November 2008 through 17 November 2011. The plaintiffs also allege claims similar to the Angevine lawsuit, namely, that by failing to provide plaintiffs with these enhanced benefits, the Issuer and the related companies breached their fiduciary duties under the U.S. Employee Retirement Income Security Act of 1974. The Issuer and the related companies filed a Motion to Dismiss and obtained dismissal of the breach of fiduciary duty claims in April 2011, leaving only the claims for benefits remaining. On 28 March 2012, the Court certified that the case could proceed as a class action comprised of former employees of the divested Metal Container Corporation operations. On 9 January 2013, the court granted the Issuer's Motion for Judgment on the Administrative Record. The plaintiffs appealed the decision on 2 February 2013 and the U.S. Court of Appeals for the Sixth Circuit reversed the lower court and remanded the case for judgment. A Petition for En Banc Review was filed on July 25, 2014, which is still pending.

On 10 January 2012, a class action complaint asserting claims very similar to those asserted in the Angevine lawsuit was filed in Federal Court for the Eastern District of Missouri, styled *Nancy Anderson et al. v. Anheuser-Busch Companies Pension Plan et al.* Unlike the Angevine case, however, the plaintiff in this matter alleges complete exhaustion of all administrative remedies. On 11 March 2013, the court consolidated the case with the Knowlton case mentioned below. A three-count consolidated complaint was filed on 19 April 2013. On 30 October 2013, the court dismissed Counts II and III, including the breach of fiduciary claims, but granted plaintiff leave to amend. On 19 November 2013, the plaintiff filed an amended Count III. The Issuer filed an Answer to amended Count III on 30 May 2014. On 16 May 2014, the Court granted the plaintiff's class certification motion on Count I, which certified a class of divested employees of Busch Entertainment Corporation.

On 10 October 2012, another class action complaint was filed against Anheuser-Busch Companies, LLC, Anheuser-Busch Companies Pension Plan, the Anheuser-Busch Companies Pension Plan Appeals Committee and the Anheuser-Busch Companies Pension Plan Administrative Committee by Brian Knowlton and several other former Busch Entertainment Corporation Employees. It was filed in Federal Court in the Southern District of California, and was amended on 12 October 2012. Like the other lawsuits, it claims that the employees of any divested assets were entitled to enhanced retirement benefits under section 19.11(f) of the Plan. However, it specifically excluded the divested Metal Container Corporation facilities that were included in the Adams class action. On 11 March 2013, the court consolidated the case with the Nancy Anderson case mentioned above. A consolidated complaint was

filed on 19 April 2013. On 30 October 2013, the court dismissed Counts II and III, including the breach of fiduciary claims, but granted plaintiff leave to amend. On 19 November 2013, the plaintiff filed an amended Count III. The Issuer filed an Answer to amended Count III on 30 May 2014. On 16 May 2014, the Court granted the plaintiff's class certification motion on Count I, which certified a class of divested employees of Busch Entertainment Corporation.

Acquisition Antitrust Matters

The combination with Grupo Modelo was subject, and required approvals or notifications pursuant, to various antitrust laws, including under the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**Hart-Scott-Rodino Act**").

United States

Under the Hart-Scott-Rodino Act, before the combination with Grupo Modelo could be completed, Grupo Modelo and the Group 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 Group 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 Group and Grupo Modelo to respond to requests for additional information The Group 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 Group 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 Group to Constellation Brands, Inc., 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 fifty states of the United States, the District of Columbia and Guam.

The Group announced the completion of the combination with Grupo Modelo on 4 June 2013, and on 7 June 2013, it announced that in a related transaction, Grupo Modelo completed the sale of its business in the fifty states of the United States, the District of Columbia and Guam to Constellation Brands, Inc. The transaction included the sale of Grupo Modelo's 50 per cent. stake in Crown Imports and the sale of the Grupo Modelo's Piedras Negras brewery and perpetual rights to certain of Grupo Modelo's brands in the United States.

Mexico

The Mexican Antitrust Commission approved the combination with Grupo Modelo without any condition by resolution dated 8 November 2012. The term of the Mexican Antitrust Commission's approval was extended on 19 February 2013 for an additional period of six months, effective until 19 August 2013. The combination with Grupo Modelo was completed on 4 June 2013.

On 7 June 2013, in a transaction related to the combination with Grupo Modelo, Grupo Modelo completed the sale of its business in the fifty states of the United States, the District of Columbia and Guam to Constellation Brands, Inc. for approximately USD 4.75 billion, in aggregate, subject to post-closing adjustment, which was paid by Constellation Brands, Inc. on 6 June 2014. The post-closing adjustment was USD 558 million.

Ratings

Expected ratings in relation to Notes issued under the Programme

The Issuer has been assigned a credit rating of A2 by Moody's Investors Service, Inc. ("**Moody's**") and A by Standard & Poor's Credit Market Services Europe Limited ("**S&P**").

Moody's is expected to rate Notes issued under the Programme with a maturity of one year or more "A2" and Notes issued under the Programme with a maturity of less than one year "P-1".

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-1".

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 the Risk Factor entitled *"Risks related to the market generally – Credit ratings may not reflect all risks"* and the Risk Factor entitled, *"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

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 its group:

2010 Senior Facilities Agreement

On 26 February 2010, the Issuer entered into USD 17.2 billion of senior credit agreements, comprising a USD 13.0 billion 2010 Senior Facilities Agreement (the **"2010 Senior Facilities Agreement"**) with a syndicate of thirteen banks, and two term facilities totalling USD 4.2 billion, enabling it to fully refinance a previous senior facilities agreement related to its Anheuser-Busch merger in 2008 (the **"2008 Senior Facilities Agreement"**). These facilities extended the Issuer's debt maturities while building additional liquidity, thus enhancing its credit profile as evidenced by the improved terms under the facilities, which do not include financial covenants or mandatory prepayment provisions (except in the context of a change in control). The two term facilities totalling USD 4.2 billion were cancelled on 31 March 2010 before being drawn.

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 **"2010 Term Facility"**, a three-year term loan facility for up to USD 5.0 billion principal amount available to be drawn in USD, and (ii) the **"2010 Revolving Facility"**, a five-year multicurrency revolving credit facility for up to USD 8.0 billion principal amount, which is also available to Cobrew NV and BrandBrew S.A.

The 2010 Senior Facilities Agreement contains customary representations and warranties, covenants and events of default. Among other things, an event of default is triggered if either a default or an event of default occurs under any of the Issuer or its subsidiaries' financial indebtedness. The obligations of the borrowers under the 2010 Senior Facilities Agreement are jointly and severally guaranteed by other borrowers, Anheuser-Busch InBev Finance Inc., Anheuser-Busch Companies, LLC and Brandbev S.à r.l.

Initial draw-downs under the 2010 Senior Facilities Agreement were applied towards refinancing the 2008 Senior Facilities. After the initial draw-downs, borrowings under the 2010 Revolving Facility, which may be drawn-down or utilised by way of letters of credit, may be applied towards the general corporate and working capital purposes of the Issuer and its subsidiaries.

The availability of funds under the 2010 Senior Facilities Agreement was subject to the satisfaction of a customary set of initial conditions precedent. In addition, prior to the initial drawdown, all available facilities under the 2008 Senior Facilities Agreement were notified for cancellation. All proceeds from the initial drawdown on 6 April 2010 under the 2010 Senior Facilities Agreement were applied towards repayment of the 2008 Senior Facilities and, immediately after such date, all outstanding amounts under

the 2008 Senior Facilities Agreement were repaid. In addition to these conditions precedent, all utilisations, both initial and subsequent, also generally require satisfaction of further conditions precedent, including that no event of default or (in the case of any utilisation that does not constitute a rollover loan, that is, a revolving credit facility loan for purposes of refinancing a maturing revolving credit facility loan or satisfying a claim in respect of a letter of credit and meeting specified conditions) potential event of default is continuing or would result from the proposed utilisation and that certain repeating representations and warranties made by each borrower or guarantor remain true in all material respects.

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, Stichting the Issuer or any of its certificate holders, or any persons or group of persons acting in concert with such person) 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.

On 6 April 2010, the Issuer drew USD 10.1 billion under the 2010 Senior Facilities Agreement and fully repaid the 2008 Senior Facilities, which has been terminated. During 2010, it repaid USD 5.05 billion of the 2010 Revolving Facility and USD 590 million of the 2010 Term Facility.

As of 31 December 2010, the 2010 Revolving Facility had been fully repaid and USD 8.0 billion remained available to be drawn. As of 31 December 2010, USD 4.41 billion remained outstanding under the 2010 Term Facility.

Effective 25 July 2011, the Issuer amended the 2010 Revolving Facility under the 2010 Senior Facilities Agreement. The termination date of the 2010 Revolving Facility was amended to 25 July 2016. On 5 July 2011, in connection with the amendment, the Issuer fully prepaid and terminated the 2010 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 credit facility extending the provision of USD 7.2 billion to a revised maturity of July 2018.

The Issuer borrows under the 2010 Revolving Facility at an interest rate equal to LIBOR (or EURIBOR for euro-denominated loans) plus a margin of 0.350 per cent. per annum based upon the ratings assigned by rating agencies to its long-term debt as of the date of Base Prospectus. These margins may change to the extent that the ratings assigned to its long-term debt are modified, ranging between 0.35 per cent. per annum and 1.50 per cent. per annum. A commitment fee of 35 per cent. of the applicable margin is applied to any undrawn but available funds under the 2010 Revolving Facility. In addition, a utilisation fee of up to 0.3 per cent. per annum is payable, dependent on the amount drawn under the 2010 Revolving Facility.

In 2013, the Issuer drew USD 3.5 billion from the 2010 Revolving Facility and repaid USD 3.5 billion. As of 31 December 2012, the 2010 Revolving Facility had been fully repaid and USD 8.0 billion remained available to be drawn.

Grupo Modelo Transaction Agreement

On 28 June 2012, the Issuer, Anheuser-Busch International Holdings, Inc., a Delaware corporation ("**ABI Holdings**"), Anheuser-Busch México Holding, S. de R.L. de C.V., a Mexican corporation ("**ABI Sub**"), Grupo Modelo and Diblo, S.A. de C.V. ("**Diblo**"), a subsidiary of Grupo Modelo, entered into a Transaction Agreement (the "**Transaction Agreement**").

The Issuer has also agreed to various post-closing covenants and agreements in the Transaction Agreement, including, among other things, to (i) preserve Grupo Modelo's name, its existence and the location of its headquarters in Mexico, (ii) continue to honour its obligations under Grupo Modelo's collective bargaining agreements, (iii) continue certain indemnification obligations for current and former Grupo Modelo officers and directors, and (iv) provide substantially similar compensation and benefits to Grupo Modelo employees for one year after the closing of the mergers agreed to therein.

In a transaction related to, and following the settlement of, the tender offer for Grupo Modelo contemplated by the Transaction Agreement, select Grupo Modelo shareholders purchased a deferred share entitlement to acquire the equivalent of approximately 23.1 million the Issuer shares, to be delivered within five years, for consideration of approximately USD 1.5 billion. This investment occurred on 5 June 2013. María Asuncion Aramburuzabala and Valentín Díez Morodo have agreed to serve on the

Issuer's Board of Directors for a term of at least four years. They have also agreed to a non-competition provision for three years following the completion of the tender offer for Grupo Modelo.

Crown Imports Membership Interest Purchase Agreement and Brewery Sale and Purchase Agreement

In a sale related to the completion of the combination with Grupo Modelo, the Group, Grupo Modelo and Constellation Brands, Inc. ("**Constellation**") announced on 29 June 2012 that Grupo Modelo would sell its existing 50 per cent. stake in Crown Imports, the joint venture that imports and markets Grupo Modelo's brands in the United States, to Constellation for USD 1.85 billion, giving Constellation 100 per cent. ownership and control of Crown Imports. Thereafter, on 14 February 2013, the Group, Grupo Modelo and Constellation announced a revised agreement that establishes Crown Imports as a fully-owned entity of Constellation, provides Constellation with independent brewing operations, Grupo Modelo's full profit stream from all U.S. sales, and rights in perpetuity to certain of the Modelo brands in the United States. In addition, on 14 February 2013, the Group entered into an agreement to sell Compañía Cervecería de Coahuila, Grupo Modelo's state-of-the-art brewery in Piedras Negras, Mexico, and grant perpetual brand licences to Constellation for USD 2.9 billion, subject to a post-closing adjustment. This price is based on an assumed 2012 EBITDA of USD 310 million earned from manufacturing and licensing the Modelo brands for sale by the Crown Imports joint venture, with an implied multiple of approximately nine times.

Upon closing, the Group and Constellation entered into a three-year transition services agreement to ensure the smooth transition of the operation of the Piedras Negras brewery, which is fully self-sufficient, utilises top-of-the-line technology and was built to be readily expanded to increase production capacity. On 4 June 2013 the Group announced the completion of the combination with Grupo Modelo, and on 7 June 2013, Grupo Modelo completed the sale of its business in the United States to Constellation Brands, Inc. for approximately USD 4.75 billion, in aggregate, subject to post-closing adjustment, which was paid by Constellation on 6 June 2014. The post-closing adjustment was USD 558 million.

The license agreement that a subsidiary of Grupo Modelo entered on 7 June 2013, at the closing of the brewery sale and purchase agreement granted to Constellation an irrevocable, exclusive, fully paid-up sub-licence to use certain trademarks, recipes, trade secrets, know-how, trade dress, mold designs, patents, copyrights, trade names, and certain other intellectual property rights in connection with the manufacture, bottling and packaging in Mexico (or worldwide under certain circumstances including force majeure events) and importation, distribution, sale, resale, advertisement, promotion and marketing in the United States of Grupo Modelo's Mexican beer portfolio and certain extension brands. The term of the licence agreement is perpetual, and the Grupo Modelo subsidiary has no right to terminate the licence agreement notwithstanding any breach of the licence agreement by Constellation.

2012 Senior Facilities Agreement

On 20 June 2012, the Issuer entered into a USD 14.0 billion Senior Facilities Agreement with a syndicate of 11 banks in connection with the combination with Grupo Modelo. The 2012 Senior Facilities Agreement made the following two facilities available to the Issuer and its subsidiaries, Anheuser-Busch InBev Worldwide Inc. and Cobrew NV: (i) "**Facility A**", a term facility with a maximum maturity of two years from the funding date for up to USD 6.0 billion principal amount available to be drawn in USD and (ii) "**Facility B**", a three-year term facility for up to USD 8.0 billion principal amount available to be drawn in USD.

As of 30 September 2012, the amount of the Facility A was reduced from USD 6.0 billion to USD 5.1 billion and, on 31 May 2013 the amount of Facility A was reduced from USD 5.1 billion to USD 0.0 billion. Facility B was drawn for the full USD 8.0 billion principal amount on 3 June 2013 to partially fund the combination with Grupo Mhodelo. The amount of Facility B was reduced to USD 0.0 billion on 17 June 2013. As of 17 June 2013, the Issuer had fully terminated the USD 14.0 billion Senior Facilities Agreement.

DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES OF THE ISSUER

Directors and Senior Management

Administrative, Management, Supervisory Bodies and Senior Management Structure

The Issuer's management structure is a "one-tier" governance structure composed of its Board, a Chief Executive Officer responsible for its day-to-day management and an executive board of management chaired by its Chief Executive Officer. Since 1 January 2011, the Issuer's Board is assisted by four main committees: the Audit Committee, the Finance Committee, the Remuneration Committee and the Nomination Committee.

Board of Directors

Role and Responsibilities, Composition, Structure and Organisation

The role and responsibilities of the Issuer's Board, 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: http://www.ab-inbev.com/go/corporate_governance/corporate_governance_charter.

The Issuer's Board may be composed of a maximum of 14 members. There are currently 14 directors, all of whom are non-executives and four of whom are independent.

Pursuant to a shareholders' agreement in which certain of the Issuer's key shareholders agree to hold certain of their interests in it through Stichting Anheuser-Busch InBev, a foundation organised under the laws of the Netherlands (the "**Stichting**"), the holder of the class A Stichting certificates and the holder of the class B Stichting certificates each have the right to nominate four directors. The Stichting board of directors (which consists of eight directors, four of whom are appointed by the holder of the class A certificates, and four of whom are appointed by the holder of the class B certificates) may nominate four to six directors to the Issuer's Board who are independent of shareholders, based on recommendations of its Nomination Committee.

As a consequence, the Issuer's Board is currently composed of four members nominated by Eugénie Patri Sébastien S.A. (which represents Interbrew's founding Belgian families and holds the class A Stichting certificates), four members nominated by BRC S.à.R.L. (which represents the Brazilian families that were previously the controlling shareholders of Ambev and holds the class B Stichting certificates), two non-executive directors who were appointed in accordance with the terms of the combination with Grupo Modelo S.A.B. de CV and four independent directors. The independent directors are recommended by the Issuer's Nomination Committee, nominated by the Stichting board and subsequently elected at the Issuer's shareholders' meeting (at which the Stichting, together with its related parties, has the majority of the votes). Directors are appointed for a maximum term of four years. The upper age limit for the directors is 70, although exceptions can be made in special circumstances.

Independent directors on the Issuer's Board are required to meet the following requirements of independence pursuant to the Issuer's current Corporate Governance Charter. Such requirements are derived from but not fully identical to the requirements of Belgian company law (when legally required, the Issuer shall apply the criteria of independence provided by Belgian company law). Based on the provisions of the Belgian Corporate Governance Code of March 2009 and the Belgian Company Code, the requirements of independence contained in the Issuer's Corporate Governance Charter are the following:

- the director is not an executive or managing director of the Issuer or an associated company, and has not been in such a position for the previous five years;
- the director has not served for more than three successive terms as a non-executive director on the Issuer's board, or for a total term of more than 12 years;
- the director is not an employee of the Issuer or an associated company and has not been in such a position for the previous three years;

- the director does not receive significant additional remuneration or benefits from the Issuer or an associated company apart from a fee received as non-executive director;
- the director is not the representative of a controlling shareholder or a shareholder with a shareholding of more than 10 per cent., or a director or executive officer of such a shareholder;
- the director does not have or has not had within the financial reported year, a significant business relationship with the Issuer or an associated company, either directly or as a partner, shareholder, director or senior employee of a body that has such a relationship;
- the director is not or has not been within the last three years, a partner or an employee of the Issuer's external auditor or the external auditor of an associated company; and
- the director is not a close family member of an executive or managing director or of persons in the situations described above.

When an independent director has served on the Board for three terms, any proposal to renew his mandate as independent director must expressly indicate why the Board considers that his independence as a director is preserved.

Independent directors on the Issuer's Board who serve on its Audit Committee are also required to meet the criteria for independence set forth in Rule 10A-3 under the Exchange Act of 1934.

The appointment and renewal of all of the Issuer's directors is based on a recommendation of the Nomination Committee, and is subject to approval by the Issuer's shareholders' meeting.

The Issuer's Board is its ultimate decision-making body, except for the powers reserved to its shareholders' meeting by law, or as specified in the articles of association.

The Issuer's Board meets as frequently as its interests require. In addition, special meetings of the Issuer's Board may be called and held at any time upon the call of either the chairman of its Board or at least two directors. Board meetings are based on a detailed agenda specifying the topics for decision and those for information. Board decisions are made by a simple majority of the votes cast.

The composition of the Issuer's Board is currently as follows:

Name	Principal function	Nature of directorship	Initially appointed	Term expires
Paul Cornet de Ways Ruart	Director	Non-executive, nominated by the holders of class A Stichting certificates	2011	2015
Stéfan Descheemaeker	Director	Non-executive, nominated by the holders of class A Stichting certificates	2008	2015
Olivier Goudet	Independent director	Non-executive	2011	2015
Paulo Alberto Lemann	Director	Non-executive, nominated by the holders of class B Stichting certificates	2014	2018
Grégoire de Spoelberch	Director	Non-executive, nominated by the holders of class A Stichting certificates	2007	2018
Kees Storm	Independent director Chairman of the Issuer's Board	Non-executive	2002	2015
Marcel Herrmann Telles	Director	Non-executive, nominated by the holders of class B Stichting certificates	2004	2018
Alexandre Behring	Director	Non-executive, nominated by the holders of class B Stichting certificates	2014	2018

Name	Principal function	Nature of directorship	Initially appointed	Term expires
Alexandre Van Damme	Director	Non-executive, nominated by the holders of class A Stichting certificates	1992	2018
Carlos Alberto Sicupira	Director	Non-executive, nominated by the holders of class B Stichting certificates	2004	2018
Mark Winkelman	Independent director	Non-executive	2004	2015
Elio Leoni Sceti	Independent director	Non-executive	2014	2018
Maria Asuncion	Director	Non-executive	2014	2018
Aramburuzabala				
Valentin Diez	Director	Non-executive	2014	2018

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

No member of the Issuer's Board has any conflicts of interests between any duties he/she owes to it and any private interests and/or other duties.

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 member of the Boards of Directors of EPS, Rayvax, Adrien Invest, Upignac S.A., 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 holds a Master's Degree in Commercial Engineering from Solvay Business School. He began his professional career with the Belgian Ministry of Finance and then worked in an investment group until 1996, when he joined Interbrew 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, 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 the Issuer and joined the Issuer's Board as a non-executive Director. He was appointed Chief Financial Officer of Delhaize Group in January 2009 and served as Chief Executive Officer of Delhaize Europe from January 2012 until October 2013. He is also a member of the Université Libre de Bruxelles (ULB) Foundation.

Mr. Goudet is an independent Board member. Born in 1964, he is a French citizen and 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 the Joh. A. Benckiser Group, 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. In 1998, Mr. Goudet returned to Mars, where he later became Chief Financial Officer in 2004. In 2008, his role was broadened and he was appointed Executive Vice President and Chief Financial Officer. In June 2012, he became an Advisor to the Board of Mars, Inc. In January 2013, Mr. Goudet became the Chairman of Peet's Coffee & Tea Inc. He is also a member of the Board of Directors of Coty Inc. and D.E. Master Blenders 1753.

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 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. From 1992 to 1995, he performed equity analysis while at Banco Marka (Rio de Janeiro). Mr. Lemann

performed equity analysis for Dynamo Asset Management (Rio de Janeiro) from 1995 to 1996. From 1997 to 2004, he started the hedge fund investment effort 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. Mr. Lemann is a board member of Lojas Americanas, the Lemann Foundation and Ambev.

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 InBev Baillet-Latour Fund, a foundation that encourages social, cultural, artistic, technical, sporting, educational and philanthropic achievements.

Mr. Storm is an independent Board member and Chairman of the Board of Directors. Born in 1942, he is a Dutch citizen and received an MA in Business Economics from the University of Rotterdam in 1969. His first role after graduating was as an assistant accountant at Moret & Limperg. After six successful years there, he was appointed to the Executive Board of Kon Scholten-Honig in 1976. He was then a member of the Executive Board of AEGON, the life insurance group, where he subsequently took responsibility for regions including the USA, the Netherlands and Europe, becoming Chairman of the Executive Board in 1993 until his retirement in 2002. He is currently Chairman of the Supervisory Board of KLM, the airline carrier of the Netherlands, Vice Chairman of the Supervisory Board of PON Holdings, a member of the Supervisory Board of AEGON and a member of the Board of Directors of Baxter International (including member of the audit committee) and Unilever (Vice Chairman and Senior Independent Director). His interest in improving healthcare has also led him to active involvement with the Amsterdam Cancer Center and the Health Insurance Fund for Africa.

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 has been a member of the Board of Directors of Ambev since 2000. He is also a member of the Board of Directors of H.J. 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 emerging markets.

Mr. Behring is a representative of the 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 Electric Engineering from Pontificia Universidade Catolica in Rio de Janeiro and an MBA from Harvard Graduate School of Business, having graduated as a Baker Scholar and a 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 serves on Burger King's Board as Chairman since October 2010, following Burger King's acquisition by 3G Capital, and has become Chairman of H.J. Heinz, following the closing of such company's acquisition by Berkshire Hathaway and 3G Capital in June 2013. Additionally, Mr. Behring served as a Director, and member of the Compensation and Operations Committees of the Board of CSX Corporation, a leading U.S. rail-based transportation company, from 2008 to 2011. Previously, Mr. Behring spent approximately 10 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 Latin America's largest railroad, ALL (America Latina Logistica). Mr. Behring was a co-founder and partner in Modus OSI Technologies, a technology firm with offices in Florida and Sao Paulo, from 1989 to 1993.

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), Burger King Worldwide Holdings and of Douwe Egberts Master Blenders 1753. He

is also an administrator of the InBev Baillet-Latour Fund, a foundation that encourages social, cultural, artistic, technical, sporting, educational and philanthropic achievements.

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 Burger King Worldwide Holdings; 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. Winkelman is an independent Board member. Born in 1946, he is a citizen of the Netherlands and holds a Degree in Economics from the Erasmus University in Rotterdam, and an MBA from the Wharton School at the University of Pennsylvania, where he is a trustee and chairman of the Penn Medicine Board. He served as a Management Committee member of Goldman, Sachs & Co. from 1988 to 1994, where he is now a Senior Director. Before joining Goldman, Sachs & Co. in 1978, he served at the World Bank for four years as a senior investment officer.

Mr. Leoni Sceti is an independent Board member. Born in 1966, he is an Italian citizen, living 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 is currently CEO of Iglo Group, a European food business whose brands are Birds Eye, Findus (in Italy) and Iglo. He has over 20 years' experience in the FMCG and media sectors. He served as CEO of EMI Music from 2008 to 2010. Prior to EMI, Mr. Leoni Sceti had an international career in marketing and held senior leadership roles at Procter & Gamble and Reckitt Benckiser. Mr. Leoni Sceti is also a private investor in technology start-ups, and is currently Chairman of Zeebox Ltd, Chairman of LSG holdings, and a Counsellor at One Young World.

Mrs. Aramburuzabala is a non-executive Board member. Born in 1963, Ms. María Asuncion Aramburuzabala 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 also on the Boards of KIO Networks, Abilia, Red Universalia, Grupo Modelo, Grupo Financiero Banamex, Banco Nacional de México, non-executive Director of Fresnillo plc, Médica Sur, Latin America Conservation Council, Calidad de Vida, Progreso y Desarrollo para la Ciudad de México and an Advisory Board member of the Instituto Tecnológico Autónomo de México, School of Business. Mrs. Aramburuzabala was appointed as director in accordance with the terms of the combination of ABI with Grupo Modelo.

Mr. Díez is a non-executive Board member. Born in 1940, Mr. Valentín Díez is a citizen of Mexico and holds a degree in Business Administration from the Universidad Iberoamericana and participated in postgraduate courses at the University of Michigan. He is currently President of Grupo Nevada International, Chairman of the Consejo Empresarial Mexicano de Comercio Exterior, Inversión y Tecnología, AC (COMCE) and Chairman of that organisation's Mexico-Spain Bilateral Committee. He is a member of the Board of Directors of Grupo Modelo, Vice President of Kimberly Clark de México and Grupo Aeroméxico. He is member of the Board of Grupo Financiero Banamex, Acciones y Valores Banamex, Grupo Dine, Mexichem, OHL México, Zara México, Telefónica Móviles México, Banco Nacional de Comercio Exterior, S.N.C. (Bancomext), ProMexico and the Instituto de Empresa, Madrid. He is member of the Consejo Mexicano de Hombres de Negocios and Chairman of the Instituto Mexicano para la Competitividad, IMCO. He is Chairman of the Assembly of Associates of the Universidad Iberoamericana, and Founder and Chairman of the Díez Morodo Foundation, which encourages social, sporting, educational and philanthropic causes. Mr. Díez is also a member of the Board of the Museo Nacional de las Artes, MUNAL in Mexico and member of the International Trustees of the Museo del Prado in Madrid, Spain. Mr. Díez was appointed as director in accordance with the terms of the combination of ABI with Grupo Modelo.

General Information on the Directors

In relation to each of the members of the Issuer's Board, the Issuer is not aware of (i) any convictions in relation to fraudulent offenses in the last five years, (ii) any bankruptcies, receiverships or liquidations of any entities in which such members held any offices, directorships, or partner or senior management positions in the last five years, or (iii) any official public incrimination and/or sanction of such members

by statutory or regulatory authorities (including designated professional bodies), or disqualification by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.

No member of its Board has a family relationship with any other member of its Board or any member of its executive board of management.

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
Paul Cornet	Eugénie Patri Sébastien S.A., Rayvax Société d'Investissement S.A., Sebacoop SCRL, Adrien Invest SCRL, Floridienne S.A., Gourmet Food Collection S.A., Upignac S.A. and the Stichting	Sparflex
Stéfan Descheemaeker	Eugénie Patri Sébastien S.A. and the Stichting	Delhaize Group
Olivier Goudet	Joh. A. Benckiser Group, Joh. A. Benckiser sàrl, Joh. A. Benckiser AdvisorCo LLC, Peet's Coffee & Tea, Inc., Mars Inc., Coty Inc., Douwe Egberts Master Blenders 1753 N.V. and Acorn Holdings B.V.	Wm. Wrigley Jr. Company and the Washington Performing Arts Society
Paulo Alberto Lemann	Pollux Capital, Lojas Americanas S.A., Lemann Foundation and Ambev	
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., Navarin S.A., Zencar S.A., Clearvolt S.A. and Fonds InBev 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 ⁽¹⁾ , Elpo-Cuisinex Wholesale ⁽¹⁾
Kees Storm	Unilever N.V., Unilever Plc, Baxter International Inc., Pon Holdings B.V., AEGON N.V. (until 21 May 2014) and Koninklijke Luchtvaart Maatschappij N.V. (until 23 April 2014).	Royal Wessanen N.V. and Laurus N.V.
Marcel Herrmann Telles	3G Capital, Inc., H.J. Heinz Company, Instituto de Desenvolvimento Gerencial—INDG, Fundação Estudar, Instituto Social Maria Telles, the Stichting	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, Harvard Business School's Board of Dean's Advisors
Alexandre Behring	3G Capital, Burger King Worldwide Holdings Inc., H.J. Heinz Company	CSX Corporation, GP Investments
Alexandre Van Damme	Douwe Egberts Master Blenders 1753 N.V., Burger King Worldwide Holdings Inc., the Stichting and Eugénie Patri Sébastien S.A.	UCB S.A.
Carlos Alberto Sicupira	Burger King Worldwide Holdings, Inc., Lojas Americanas S.A., 3G Capital, Inc., Instituto de Desenvolvimento Gerencial—INDG,	B2W Companhia Global do Varejo, São Carlos Empreendimentos e Participações S.A., Movimento Brasil Competitivo—MBC, ALL América Latina Logística S.A. and GP Investimentos
Mark Winkelman	Goldman, Sachs & Co. and University of Pennsylvania	Select Reinsurance, Ltd. and J.C. Flowers & Co.
Elio Leoni Sceti	Iglo Group, Zeebox Ltd and LSG holdings	EMI Music

Name	Current	Past
María Asunción Aramburuzabala	Tresalia Capital, Grupo Modelo, KIO Networks, Abilia, Red Universal, Grupo Financiero Banamex, Banco Nacional de México, Fresnillo, plc, Médica Sur, Latin America Conservation Council, Calidad de Vida Progreso y Desarrollo para la Ciudad de México, Instituto Tecnológico Autónomo de México (ITAM) School of Business	América Móvil, Artega Automóvil, Consejo Asesor para las Negociaciones Comerciales Internacionales, Diblo, Dirección de Fábricas, Empresas ICA, Filantropía Modelo, Grupo Televisa, Grupo Social por la Calidad de la Educación
Valentin Diez	Grupo Nevadi International, Grupo Modelo, Kimberly Clark de México, Grupo Aeroméxico, Grupo Financiero Banamex, Acciones y Valores Banamex, Grupo Dine, Mexichem, OHL México, Zara México, Telefónica Móviles México, Banco Nacional de Comercio Exterior, S.N.C. –Bancomext-, ProMexico, Instituto de Empresa –Madrid-, Consejo Mexicano de Hombres de Negocios, Instituto Mexicano para la Competitividad –IMCO-, Assembly of Associates of the Universidad Iberoamericana, and the Diez Morodo Foundation.	Grupo, Alfa, Aeroportuario del Sureste, Grupo MVS Multivision

Note:

⁽¹⁾ As permanent representative.

Chief Executive Officer and Senior Management

Role and Responsibilities, Composition, Structure and Organisation

The Issuer's Chief Executive Officer is responsible for the Issuer's day-to-day management. He has direct responsibility for the Issuer's operations and oversees the organisation and efficient day-to-day management of its subsidiaries, affiliates and joint ventures. The Issuer's Chief Executive Officer is responsible for the execution and management of the outcome of all of its Board decisions.

He is appointed and removed by the Issuer's Board and reports directly to it.

The Issuer's Chief Executive Officer leads an executive board of management comprised of the Chief Executive Officer, eight global functional heads and six zone presidents.

The other members of the executive board of management work with the Issuer's Chief Executive Officer to enable him 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 Issuer's executive board of management consisted of the following members as of 31 December 2013:

Name	Function
Carlos Brito	Chief Executive Officer
Felipe Dutra	Chief Financial and Technology Officer
Claudio Braz Ferro	Chief Supply Officer
Miguel Patricio	Chief Marketing Officer
Sabine Chalmers	Chief Legal and Corporate Affairs Officer
Claudio Garcia	Chief People Officer
Tony Milikin	Chief Procurement Officer
Bernardo Pinto Paiva	Chief Sales Officer
Jo Van Biesbroeck	Chief Strategy Officer
Michel Doukeris	Zone President Asia Pacific
Stuart MacFarlane	Zone President Europe
Marcio Froes	Zone President Latin America South
João Castro Neves	Zone President Latin America North
Luiz Fernando Edmond	Zone President North America
Ricardo Tadeu	Zone President Mexico

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

Carlos Brito is the Issuer's Chief Executive Officer. 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. He held positions at Shell Oil and Daimler Benz prior to joining Ambev in 1989. At Ambev he had 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 also a member of the Board of Directors of Ambev and Grupo Modelo.

Felipe Dutra is the Issuer's Chief Financial and Technology 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 São 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 the Issuer's beverage subsidiaries. Mr. Dutra was appointed Ambev's Chief Financial Officer in 1999 and he became the Issuer's Chief Financial Officer in January 2005. In 2014, Mr. Dutra became the Issuer's Chief Financial and Technology Officer. He is also a member of the Board of Directors of Ambev and Grupo Modelo.

Claudio Braz Ferro is the Issuer's Chief Supply Officer. Born in 1955, Mr. Ferro is a Brazilian citizen and holds a Degree in Industrial Chemistry from the Universidade Federal de Santa Maria, RS, and has studied Brewing Science at the Catholic University of Leuven. Mr. Ferro joined Ambev in 1977, where he held several key positions, including plant manager of the Skol brewery, Industrial Director of Brahma operations in Brazil and later VP Operations at Ambev in Latin America. Mr. Ferro also played a key role in structuring the supply organisation when Brahma and Antarctica combined to form AmBev in 2000. He was appointed the Issuer's Chief Supply Officer in January 2007.

Miguel Patricio is the Issuer'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 the Issuer's Chief Marketing Officer in July 2012.

Sabine Chalmers is the Issuer's Chief Legal and Corporate Affairs Officer and Secretary to the Board of Directors. Born in 1965, Ms. Chalmers is a U.S. citizen of German and Indian origin and holds an LL.B. from the London School of Economics. She is qualified as a solicitor in England and is a member of the New York State Bar. Ms. Chalmers joined the Issuer in January 2005 after over 12 years with Diageo plc where she held a number of senior legal positions in various geographies across Europe, the Americas and Asia including as General Counsel of the Latin American and North American businesses. Prior to Diageo, she was an associate at the law firm of Lovells in London, specialising in mergers and acquisitions. Ms. Chalmers is a member of the Board of Directors of Grupo Modelo. She also serves on several professional councils and not-for-profit boards, including the Association of Corporate Counsel and Legal Momentum, the United States' oldest legal defense and education fund dedicated to advancing the rights of women and girls.

Claudio Garcia is the Issuer's Chief People Officer. Born in 1968, he is a Brazilian citizen and holds a Degree in Economics from the Universidade Estadual do Rio de Janeiro. Mr. Garcia joined Ambev as a management trainee in 1991 and thereafter held various positions in Finance and Operations before being appointed Information Technology and Shared Services Director in 2002. Mr. Garcia was appointed InBev's Chief Information and Services Officer in January 2005 and its Chief People and Technology Officer in September 2006. To ensure a greater focus on building the best people pipeline globally, Mr. Garcia was appointed Chief People Officer in 2014 focusing on the Issuer's People organisation globally. This includes the Global Management Trainee Program, Global MBA recruitment, executive education, and training and engagement initiatives.

Tony Milikin is the Issuer's Chief Procurement Officer. 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 the Issuer 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.

Bernardo Pinto Paiva is the Issuer's Chief Sales Officer. 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 Pontificia Universidade Católica do Rio de Janeiro. Mr. Pinto Paiva joined Ambev in 1991 as a management trainee and during his career at the Issuer 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.

Jo Van Biesbroeck is the Issuer's Chief Strategy Officer. Born in 1956, Mr. Van Biesbroeck is a Belgian citizen and received a Degree in Economics from the Catholic University of Leuven. He joined Interbrew and held several positions in Controlling and Finance prior to becoming Senior Vice President Corporate Strategy in 2003. In January 2005, he was appointed Chief Strategy and Business Development Officer of InBev; and in May 2006, he took up the position of Chief Strategy and Sales Officer. In January 2010 he was appointed Zone President Western Europe and Chief Strategy Officer. Since 2010, he has also remained responsible for leading the Issuer's export business. Mr. Van Biesbroeck was appointed to the fully dedicated position of Chief Strategy Officer in January 2014.

Michel Doukeris is the Issuer's Zone President Asia Pacific. 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 the Issuer in 1996 and held sales positions of increasing responsibility before becoming Vice President Soft Drinks for its Latin America North Zone in 2008. He was appointed President, AB InBev China in January 2010 and currently serves as Zone President Asia Pacific, a position he has held since January 2013.

Stuart MacFarlane is the Issuer'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 the Issuer in 1992 and since then has held senior roles in Finance, Marketing, Sales and was Managing Director for the Issuer's business in Ireland. Mr. MacFarlane was appointed President of AB InBev UK & Ireland in January 2008, and in January 2012, became the Issuer's Zone President Central & Eastern Europe. In January 2014 he was appointed as Zone President Europe to lead the Issuer's new single European Zone.

Marcio Froes is the Issuer's Zone President, Latin America South. Born in 1968, he is a Brazilian citizen and received a Degree in Chemical Engineering from the Universidade Federal do Rio de Janeiro and a Masters Degree in Brewing from the University of Madrid, Spain, in Industrial Technology. He joined Ambev in 1993 as a Management Trainee and has held roles in Supply, People and Sales, before being appointed Vice President People for the Issuer's Canadian business in 2006. In Canada, he also served as Vice President Supply and Sales prior to being appointed Business Unit President from 2008 to 2009. Most recently, he was Vice President, Supply in Latin America North and was appointed Zone President Latin America South in January 2014.

João Castro Neves is the Issuer's Zone President Latin America North and Ambev's Chief Executive Officer. Born in 1967, Mr. Castro Neves is a Brazilian citizen and holds a Degree in Engineering from Pontificia Universidade Católica do Rio de Janeiro and an MBA from the University of Illinois. He joined Ambev in 1996 and has held positions in various departments such as Mergers and Acquisitions, Treasury, Investor Relations, Business Development, Technology and Shared Services. He was Ambev's Chief Financial Officer and Investor Relations Officer before being appointed Zone President Latin America South in January 2007. He took on his current role in January 2009.

Luiz Fernando Edmond is the Issuer's Zone President North America and Chief Executive Officer of Anheuser-Busch. Born in 1966, he is a Brazilian citizen and holds a Degree in Production Engineering from the Universidade Federal do Rio de Janeiro. Mr. Edmond joined Brahma, which later became Ambev, in 1990 as part of its first Management Trainee Program. At Ambev, he held various positions in the commercial, supply and distribution areas. He was appointed Zone President Latin America North and Ambev's Chief Executive Officer in January 2005 and has held his current position since November

2008. He also is a member of the Board of Directors of Ambev; is Vice Chair of the Beer Institute, a national association of the brewing industry; and a member of Civic Progress, an organisation of St. Louis leaders working to improve community and business life in the region.

Ricardo Tadeu is the Issuer's Zone President Mexico. 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 joined AB InBev in 1995 and has held various roles across the Commercial area. He was appointed Business Unit President for the Issuer's operations in Hispanic Latin America in 2005, and served as Business Unit President, Brazil from 2008 to 2012.

General Information on the Members of the Executive Board of Management

In relation to each of the members of the executive board of management the Issuer is not aware of (i) any convictions in relation to fraudulent offenses in the last five years, (ii) any bankruptcies, receiverships or liquidations of any entities in which such members held any office, directorships, or partner or senior management positions in the last five years, or (iii) any official public incrimination and/or sanctions of such members by statutory or regulatory authorities (including designated professional bodies), or disqualification by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.

No member of the Issuer's executive board of management has any conflicts of interests between any duties he/she owes to it and any private interests and/or other duties.

No member of the Issuer's executive board of management has a family relationship with any director or member of executive management.

Over the five years preceding the date of this Base Prospectus, the members of the executive board of management as of 31 December 2013 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
Carlos Brito	Director of Fundação Antonio e Helena Zerrenner	—
Felipe Dutra	—	—
Claudio Braz Ferro	—	—
Miguel Patricio	—	—
Sabine Chalmers	Director of the Association of Corporate Counsel (ACC), Legal Momentum	—
Claudio Garcia	Lojas Americanas	—
Tony Milikin	—	Director of the Institute of Supply Management and Director of Supply Chain Council
Bernardo Pinto Paiva	—	—
Jo Van Biesbroeck	Director of Inno.com NV	—
Michel Doukeris	—	—
Stuart MacFarlane	—	—
João Castro Neves	Fundação Antonio e Helena Zerrenner	—
Ricardo Tadeu	—	—
Marcio Froes	—	—
Luiz Fernando Edmond	—	—

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 mandate. The Issuer's Board also may request a director to carry out a special mandate or assignment. In such case a special contract may be entered into between the Issuer and the respective director. For details of the current directors' terms of office, see "*Directors, Senior Management and Employees – Directors and*

Senior Management – Board of Directors". The Issuer does not provide pensions, medical benefits or other benefit programs to directors.

Information about the Issuer's Committees

General

As of 1 January 2013, the Issuer's 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 Issuer's Board. Board committees meet to prepare matters for consideration by its Board. By exception to this principle, (i) the Remuneration Committee may make decisions on individual compensation packages, other than with respect to the Issuer's Chief Executive Officer and its executive board of management (which are submitted to its 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

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

The current members of the Audit Committee are Olivier Goudet (Chairman), Mark Winkelman and Kees Storm. Mark Winkelman succeeded Peter Harf who retired from the Board and the Audit Committee as of 25 April 2012. As of the same date, Kees Storm succeeded Peter Harf as Chairman of the Board and Olivier Goudet replaced Kees Storm as Chairman of the Audit Committee. Each member of the Issuer's Audit Committee is an independent director according to its Corporate Governance Charter (see "*Directors, Senior Management and Employees – Directors and Senior Management – Board of Directors – Role and Responsibilities, Composition, Structure and Organisation*"). and under Rule 10A-3 under the Exchange Act.

The Issuer's Board of Directors has determined that Kees Storm and Olivier Goudet are each "audit committee financial experts" as defined under the Exchange Act.

The Audit Committee assists the Issuer's Board in its responsibility for oversight of (i) the integrity of its financial statements, (ii) its compliance with legal and regulatory requirements, (iii) the statutory auditors' qualification and independence, and (iv) the performance of the statutory auditors and its 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 its 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 the Issuer's control processes.

The Audit Committee holds as many meetings as necessary with a minimum of four per year. The Committee holds the majority of its physical meetings each year in Belgium. Paul Cornet 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, if deemed appropriate, a Vice-Chairman from among the Finance

Committee members. The Chief Executive Officer 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.

The current members of the Finance Committee are Alexandre Van Damme (Chairman), Stéfan Descheemaeker, Paulo Alberto Lemann, Alexandre Behring and Mark Winkelman.

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 Committee holds the majority of its physical meetings each year in Belgium.

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 will be non-executive directors. The Chairman of the Committee will be a representative of the controlling shareholders and the other two members will meet the requirements of independence as established in the Issuer's Corporate Governance Charter and by the Belgian Company Law. The Chairman of the Issuer's Remuneration Committee would not be considered independent under NYSE rules, and therefore its 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.

The current members of the Remuneration Committee are Marcel Herrmann Telles (Chairman), Olivier Goudet and Elio Leoni Sceti.

The 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 Committee holds the majority of its physical meetings each year in Belgium.

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 executive board of management and on their individual remuneration packages. The Committee ensures that the Chief Executive Officer and members of the executive board of management are incentivised to achieve, and are compensated for, exceptional performance. The Committee also ensures the maintenance and continuous improvement of the company's compensation policy which will 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 Committee members are representatives of the controlling shareholders. These four members of the Issuer's 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 Chief Executive Officer, the Chief People Officer and the Chief Legal and Corporate Affairs Officer are invited *ex officio* to attend the meetings of the Nomination Committee unless explicitly decided otherwise.

The current members of the Nomination Committee are Marcel Herrmann Telles (Chairman), Carlos Alberto Sicupira, Grégoire de Spoelberch, Kees Storm and Alexandre Van Damme.

The Nomination Committee's principal role is to guide the Board succession process. The Committee identifies persons qualified to become Board members and recommends director candidates for

nomination by the Board and election at the shareholders' meeting. The Committee will also guide the Board with respect to all its decisions relating to the appointment and retention of key talent within the company.

The Committee meets at least two times a year, and more, if required. The Committee holds the majority of its physical meetings each year in Belgium.

DESCRIPTION OF GUARANTORS

Brandbrew S.A.

Brandbrew S.A. 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 5, rue Gabriel Lippmann, L-5365 Munsbach, 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 and 28 November 2013. 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 by financial means and instruments such as, *inter alia*, loans from shareholders or group companies or bank loans.

Brandbrew is part of the Group. For a description of the organisational structure of the Group, please refer to "*Description of the Issuer – Group Organisational Structure*" on page 109 of this Base Prospectus.

Board of Directors

As at the date of this description, the Board of Directors of Brandbrew comprises of the following persons:

Name	Principal activities performed by them outside Brandbrew which are significant with respect to Brandbrew
Antonio Frascogna.....	Group Director Control Parent Companies
Gert Magis.....	Group Controller
Octavio Chino.....	Group General Director Treasury
Yann Callou.....	Group Manager Treasury Operations
Jan Pohlodek.....	Group Treasury Controller

For the purpose of this description, the address of the Board of Directors is 5, rue Gabriel Lippmann, L-5365 Munsbach, 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 Object

Article 3 of Brandbrew's articles of association states:

- The corporate purpose of Brandbrew is to undertake, in Luxembourg and abroad, financing transactions by granting loans to companies which are part of the same international group to which Brandbrew belongs. These loans would be refinanced, amongst others but not exclusively,

through financial means and instruments such as loans granted by shareholders, group companies or banks.

- Brandbrew may enter into any financial transaction to the benefit of its group companies.
- Brandbrew may also enter into any transaction directly or indirectly related to the acquisition of any interest in any company and to the administration, management, supervision and development of these interests. The corporate purpose of Brandbrew is also the holding of brands.
- Brandbrew may, among others, use its funds to create, manage, develop and to liquidate a portfolio comprised of any security and any type of brand; contribute to creating, developing and supervising any company; acquire by way of contribution, subscription, underwriting or call or in any other manner any security and brand; dispose of them by way of sale, transfer, exchange or in any other manner; develop these securities and brands; or grant any assistance, loan, advance or guarantee to the companies in which Brandbrew has an interest.
- In general, Brandbrew may enter into any financial, commercial, industrial, movable or immovable transaction, may take any measure to preserve its rights and may enter into any transaction directly or indirectly related to its corporate purpose or likely to contribute to 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. 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 corporate 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 "*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:

Name	Principal function within Anheuser-Busch Companies	Principal activities performed by them outside Anheuser-Busch Companies which are significant with respect to Anheuser-Busch Companies
Gary Rutledge.....	Manager, Vice President and General Counsel	None

Name	Principal function within Anheuser-Busch Companies	Principal activities performed by them outside Anheuser-Busch Companies which are significant with respect to Anheuser-Busch Companies
Luiz Fernando Edmond	Manager, Chairman of the Board of the Managers, President and Chief Executive Officer	None

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. 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. 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. The debt securities may be sold to investors all over the world but within the scope of any applicable selling restrictions.

ABIFI is part of the Group. For a description of the organisational structure of the Group, please refer to "Description of the Issuer – Group Organisational Structure" at page 109 above.

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: Fernando Tennenbaum (President and Treasurer), John Blood (Secretary) and Matthew Amer (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 1209 Orange Street, Wilmington, Delaware 19801.

Sole Shareholder

The Issuer holds 1,000 shares in ABIFI, which represent 100 per cent. 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., under the name InBev Worldwide S.à r.l., was incorporated on 9 July 2008 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. The debt securities may be sold to investors all over the world but within the scope of any applicable selling restrictions.

ABIWW is part of the Group. For a description of the organisational structure of the Group, please refer to "*Description of the Issuer – Group Organisational Structure*" at page 109 above.

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 name: Luiz F. Edmond (Director, Chief Executive Officer and Chairman of the Board) and Gary Rutledge (Vice President and General Counsel). 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 1209 Orange Street, Wilmington, Delaware 19801.

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 per cent. 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

Brandbev S.A.R.L. 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 5, rue Gabriel Lippmann, L-5365 Munsbach, 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 pursuant to a deed of the undersigned notary on 14 December 2012. 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.

Brandbev is part of the Group. For a description of the organisational structure of the Group, please refer to "*Description of the Issuer – Group Organisational Structure*" on page 109 of this Base Prospectus.

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
Antonio Frascogna.....	Group Director Control Parent Companies
Gert Magis	Group Controller
Octavio Chino.....	Group General Director Treasury
Yann Callou	Group Manager Treasury Operations

For the purpose of this description, the address of the Board of Managers is 5, rue Gabriel Lippmann, L-5365 Munsbach, 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 30,020,720 represented by 750,518 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 Object

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 provide loans and financing in any kind or form to entities belonging to the Group.
- 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.
- Brandbev may acquire any securities or rights by way of share participations, subscriptions, negotiations or in any manner, participate in the establishment, development and control of any companies or enterprises.
- 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 Group.
- 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, 16 December 2011 and on 30 September 2013.

Cobrew is established for an unlimited period. Cobrew is registered with the Register for Legal Entities under number 0428.975.372.

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
Octavio Chino	Director	Group General Director Treasury
Ann Randon	Director	Group VP Control
Jo Van Biesbroeck	Director	Group Chief Strategy Officer
Benoit Loore	Director	Group VP Corporate Governance
Frederik Rogge	Director	N/A

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 €12,315,269,358.01 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 2013, 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.

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.

EU Savings Directive 2003/48/EC

Under EC Council Directive 2003/48/EC on the taxation of savings income in the form of interest, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid or collected by a paying agent (in the meaning of the EU Savings Directive) within its jurisdiction to an individual resident or a "residual entity" (in the meaning of Article 4.2 of the EU Savings Directive) established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply (unless during that period they elect otherwise) a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. On 18 March 2014, the Luxembourg government submitted to the Luxembourg Parliament the draft Bill N°6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013. A number of non-EU countries including Switzerland, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made or collected by a paying agent within its jurisdiction to an individual resident or "residual entity" (in the meaning of Article 4.2 of the EU Savings Directive) established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made or collected by paying agent in a Member State to an individual resident or "residual entity" established in one of those territories.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer are required to maintain a Paying Agent with a specified office in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

The Council of the European Union formally adopted a Council Directive amending the Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

Luxembourg Taxation

The following is a general description of certain tax laws relating to the Notes as in effect and as applied by the relevant tax authorities as at the date hereof and does not purport to be a comprehensive discussion of the tax treatment of the Notes.

Prospective investors should consult their own professional advisers on the implications of making an investment in, holding or disposing of Notes and the receipt of interest with respect to such Notes under the laws of the countries in which they may be liable to taxation.

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

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to certain individual Noteholders and to certain entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to certain individual Noteholders and to certain entities, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

Taxation of Luxembourg non-residents

Under the Luxembourg laws dated 21 June 2005, as amended (the "**Laws**") implementing the Savings Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union ("**EU**"), a Luxembourg-based paying agent (within the meaning of the Laws) is required to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual or certain "**residual entities**" (in the meaning of Article 4.2 of the EU Savings Directive) resident or established in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for the procedure of exchange of information or, in the case of an individual beneficiary, for the tax certificate procedure "**Residual entities**", within the meaning of Article 4.2 of the Savings Directive, are entities established in a Member State or in certain EU dependent or associated territories which are not legal persons (which include, *inter alia*, the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive), whose profits are not taxed under the general provisions related to business taxation and which are not or have not opted to be treated as UCITS recognised in accordance with the European Council Directive 85/611/EEC as replaced by the European Council 2009/65/EC or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

The current withholding tax rate is 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

On 18 March 2014, the Luxembourg government submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013.

Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent

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 holders of Notes, 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 holders of Notes, 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 benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 10 per cent. 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 10 per cent.

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 or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Tax Directive may also opt for a final 10 per cent. levy, providing full discharge of Luxembourg income tax. In such case, the 10 per cent. levy is calculated on the same amounts as the 10 per cent.

withholding tax for payments made by Luxembourg resident paying agents. The option for the 10 per cent. 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 10 per cent. 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.

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

Pursuant to the Relibi Law, Luxembourg resident individuals, acting in the course of their private wealth, can opt to self-declare and pay a 10 per cent. tax on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the EU Savings Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area or in a State or territory which has concluded an international agreement directly related to the EU Savings Directive. The 10 per cent. tax represents the final tax liability on interest received for the Luxembourg resident individuals receiving the interest payment in the course 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 10 per cent. tax 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. Upon the sale, redemption or exchange of the Notes, accrued but unpaid interest will be subject to the 10 per cent. tax if the Luxembourg resident individuals opt for the 10 per cent. tax.

Luxembourg resident companies

Luxembourg resident companies (*société de capitaux*) which are Noteholders 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 undertakings for collective investment subject to the law of 17 December 2010, as amended, or specialised investment funds subject to the law of 13 February 2007, as amended, 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 per cent.

Net Wealth Tax

Luxembourg net wealth tax will not be levied on a corporate Noteholder, unless (a) such Noteholder is a Luxembourg resident other than a Noteholder 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, or (b) the Notes are attributable to an enterprise or part thereof which is carried on in Luxembourg through a permanent establishment or a permanent representative.

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. Proceedings in a Luxembourg court or the presentation of documents relating to the Notes, other than the Notes themselves, to an *autorité constituée* may require registration of the documents, in which case the documents will be subject to registration duties depending on the nature of the documents.

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 the Issuer, 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 issuers' 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.

Belgian Withholding Tax

All payments by or on behalf of the Issuer of interest on the Notes are in principle subject to the 25 per cent. Belgian withholding tax on the gross amount of the interest.

In this regard, "**interest**" means the periodic interest income, any amount paid by 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 X/N Clearing System operated by the National Bank of Belgium (the "**X/N System**" and the "**NBB**"). Euroclear and Clearstream, Luxembourg are directly or indirectly Participants for this purpose.

Holding the Notes through the X/N 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 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 (*institutions parastatales, parastatalen*) 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 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 25 per cent. 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 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 Clearstream, Luxembourg as Participants to the X/N Clearing System, **provided that** Euroclear or Clearstream, Luxembourg only hold X Accounts and that they are able to identify the holders for whom they hold Notes in such account.

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 25 per cent. (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.

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 "*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 in principle 33.99 per cent. 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.

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 25 per cent. on interest payments. The withholding tax constitutes the final taxation.

Belgian legal entities which qualify as Eligible Investors (see "*Taxation – Belgian Taxation – Belgian Withholding Tax*") and which consequently have received gross interest income are required to declare and pay the 25 per cent. withholding tax to the Belgian tax authorities.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains qualify as interest (as defined in "*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 ("**OFP**") in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision and capital gains realised by OFP Noteholders, will be exempt from Belgian Corporate Income Tax. Subject to certain conditions, any Belgian withholding tax retained by the NBB is fully creditable 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.

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 in Belgium of the Notes on the secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.09 per cent. with a maximum amount of €650 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, the tax referred to above will not 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 taxes on stock exchange 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.

European Directive on taxation of savings income in the form of interest payments

The Savings Directive has been implemented in Belgium by the law of 17 May 2004. The Savings Directive entered into force on 1 July 2005.

Individuals not resident in Belgium

Interest paid or collected through Belgium on the Notes and falling under the scope of application of the Savings Directive will be subject to the Disclosure of Information Method.

Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the Savings Directive, if he receives interest payments from a paying agent (within the meaning of the Savings Directive) established in another EU Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, Curaçao, Bonaire, Saba, Sint Maarten, Sint Eustatius (formerly The Netherlands Antilles), Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, Anguilla, the Cayman Islands or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it reaches a minimum of €2.5.

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 (the "**participating Member States**").

The proposed FTT has very broad scope. If introduced in the form proposed on 14 February 2013, it could 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 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.

The FTT proposal remains subject to negotiation between the participating Member States. Additional EU Member States may decide to participate, although certain other Member States have expressed strong objections to the proposal. The FTT proposal may therefore be altered prior to any implementation, the timing of which remains unclear. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the "**Programme Agreement**") dated 21 August 2014, agreed with the Obligors 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*". In the Programme Agreement, the Issuer (failing which, the Guarantors) have 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.

Public Offer Selling Restriction Under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), 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 100 offerees*: at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 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, the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

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 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.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law 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 of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

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.

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 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 "*Subscription and Sale*" in this Base Prospectus which would apply as if it were a relevant Dealer and with any further relevant requirements;
- (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 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.

GENERAL 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 25 August 2014.

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 28 July 2014, (ii) resolutions of the Board of Directors of ABIFI dated 28 July 2014, (iii) resolutions of the Board of Directors of ABIWW dated 11 December 2008 and 28 July 2014, (iv) resolutions of the Board of Managers of Brandbev dated 6 August 2014, (v) resolutions of the Board of Directors of Brandbrew dated 16 December 2008 and 6 August 2014 and (vi) resolutions of the Board of Directors of Cobrew dated 18 December 2008 and 31 July 2014.

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.

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) copies 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 <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>).

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 significant change in the financial or trading position of the Issuer or of the Group since 30 June 2014 and there has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2013.

Litigation

Save as disclosed in "*Description of the Issuer – Legal and Arbitration proceedings*" on pages 115 to 123 of this Base Prospectus (other than the section entitled "*Budweiser Trademark Litigation*" on page 116), there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Obligor is 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 Obligor or the Group as a whole.

Auditors

The auditors of the Issuer are PwC Bedrijfsrevisoren BCVBA (member of the Institut des Réviseurs d'Entreprises/Institut der Bedrijfsrevisoren), who have audited the Group's consolidated financial statements, without qualification, in accordance with IFRS as of 31 December 2012 and 31 December 2013 and for the year then ended.

Home Member State

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 Obligor

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 to the Obligor and their affiliates in the ordinary course of business.

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