

CONFIDENTIALITY AGREEMENT DEED OF AMENDMENT

This Deed (the “**Deed**”) is made on 15 June 2016 **between:**

- (1) **ANHEUSER-BUSCH INBEV SA/NV**, a public limited company (*naamloze vennootschap/société anonyme*) incorporated in Belgium, with its registered address at Grand Place 1, 1000 Brussels, Belgium and administrative office at Brouwerijplein 1, 3000 Leuven, Belgium and registered with the Crossroads Bank of Enterprises under number 0 417 497 106 RPM/RPR (Brussels) (**AB InBev**); and
- (2) **SABMILLER PLC**, a public limited company incorporated in England and Wales with its registered address at SABMiller House, Church Street West, Woking, Surrey GU21 6HS and company number 03528416 (**SABMiller**).

Whereas:

- (A) AB InBev and SABMiller are parties to a confidentiality agreement dated 14 October 2015 (the “**Confidentiality Agreement**”).
- (B) AB InBev and SABMiller now wish to amend the Confidentiality Agreement on the terms set out herein.

It is agreed as follows:

1 Interpretation

Unless otherwise stated, terms defined in the Confidentiality Agreement shall have the same meaning in this Deed.

2 Amendment

With effect from the date hereof, clause 20 of the Confidentiality Agreement shall be deleted and shall be replaced by the following:

“AB InBev shall not, and shall procure that members of the AB InBev Group shall not, for a period of 24 months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who at any time during the negotiation or implementation of the Proposed Transaction is an officer of or employed by SAB or any member of the SAB Group and is a person who (i) has participated in the discussions relating to the Proposed Transaction, (ii) is known to the AB InBev Group to have participated in any activities or workstreams relating to implementation of the Proposed Transaction or any associated convergence planning, or (iii) is a person in respect of whom SAB has provided information to the AB InBev Group or any of their respective Connected Persons (whether before or after the date hereof) in connection with the Proposed Transaction or any associated convergence planning (in each case including, without limitation, workstreams relating to merger control and any other competition law and other regulatory clearance matters in connection with the Proposed Transaction, and the scoping and organising of any disposals required or pertinent for such regulatory clearances), in each case whether or not such person would commit any breach of his contract of service in leaving such employment; provided that neither the placing of an advertisement of, and the subsequent

recruitment to, a post available to a member of the public generally shall constitute a breach of this clause 20.”

Save to the extent amended pursuant to this Deed, the Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

3 Counterparts

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Deed by email attachment (PDF) or telecopy shall be as effective as a manually executed counterpart of this Deed.

4 Governing law and submission to jurisdiction

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with English law, and each party irrevocably submits to the exclusive jurisdiction of the English courts.

In witness whereof this Deed has been delivered on the date first stated above.

EXECUTED as a DEED and)	SIGNATURE: BENOIT LOORE
DELIVERED on behalf of)	
ANHEUSER-BUSCH INBEV SA/NV,)	NAME: BENOIT LOORE
a company incorporated in Belgium)	
by)	
BENOIT LOORE)	SIGNATURE: JAN VANDERMEERSCH
and)	
JAN VANDERMEERSCH)	NAME: JAN VANDERMEERSCH
being persons who, in accordance with)	
the laws of that territory, are acting)	
under the authority of the company)	

EXECUTED as a DEED and)	SIGNATURE: STEPHEN JONES
DELIVERED on behalf of)	
SABMILLER PLC)	NAME: STEPHEN JONES
by)	
STEPHEN JONES)	Witness signature: WENDY KO
		Witness name: WENDY KO
		Address: SABMILLER HOUSE, CHURCH ST WEST, WOKING GU21 6HS
		Occupation: CORPORATE COUNSEL