

**CLEAN TEAM CONFIDENTIALITY AGREEMENT**

This Clean Team Confidentiality Agreement (this “Agreement”) is entered into as of October 27, 2015, by and between Anheuser-Busch InBev SA/NV (“ABI”) and Molson Coors Brewing Company (“MCBC” and, together with ABI, the “Parties”) in contemplation of the Transaction and related due diligence. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Confidentiality Agreement dated as of October 18, 2015, between the Parties (the “CA”).

In connection with the Parties’ due diligence review relating to and in order to conduct that required valuation work for the Transaction, ABI may request certain Information from MCBC that MCBC deems to be competitively sensitive or highly confidential, including proprietary strategic, financial, pricing, production, and operational information. As a result, in order to adequately protect MCBC’s competitively-sensitive and highly-confidential information and to ensure that the exchange of this information complies with the applicable competition/antitrust rules, the Parties will establish a separate “clean” data room (a “Clean Room”) for that information (the “Clean Team Material”).

Clean Team Material shall be all documents and information which are either (a) marked by MCBC as “Clean Team Material” at the time of disclosure or, if the disclosure is oral, information which is so identified by MCBC at the time of disclosure or (b) documents and data that are made available through access to the Clean Room, and Clean Team Material shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by ABI or ABI’s Representatives that contain, reflect or are based upon, in whole or in part, such documents or information.

Access to the Clean Room will be strictly limited to ABI’s selected Representatives (the “Clean Team”) who are (i) persons who have been pre-approved as members of the Clean Team by MCBC and its outside competition/antitrust counsel and have acknowledged their agreement to be bound by the terms of the Agreement by signing a copy of the Clean Team Member Confidentiality Agreement, which is Exhibit A hereto, or (ii) outside counsel to ABI. The initial approved members of ABI’s Clean Team are listed on Exhibit B hereto. For a period of fifteen months following the date on which, pursuant to this Agreement, ABI certifies that it has returned or destroyed all Clean Team Material, no Clean Team member will be placed in a position within ABI or SABMiller plc (“SABM”) that (i) carries direct responsibilities, with respect to ABI’s or SABM’s business in the United States or Canada, for sales, marketing, or the procurement of goods or services; and (ii) reports to anyone in ABI or SABM with direct responsibility, with respect to ABI’s or SABM’s business in the United States or Canada, for sales, marketing, or the procurement of goods or services.

ABI acknowledges that the Clean Room contains competitively sensitive information. Accordingly, in addition to ABI’s duty to maintain the confidentiality of the Clean Team Material under the CA, ABI agrees to (i) keep and to cause its Clean Team to keep such information from its Representatives who are not members of the Clean Team, as described below, (ii) cause all members of its Clean Team to read this Agreement and agree to be bound by its terms, and (iii) to use Clean Team Material solely for the purposes of due diligence review and valuation work required for the Transaction.

ABI acknowledges and agrees that members of its Clean Team must not disclose, in whole or in part, to any person who has not been pre-approved as a member of the Clean Team by MCBC and its outside competition/antitrust counsel, any Clean Team Material that has been or will be furnished to the Clean Team in any manner whatsoever (including through access to the Clean Room), other than Clean Team Materials approved in advance for disclosure to non-Clean Team members by MCBC's outside competition/antitrust counsel. Notwithstanding the foregoing, information from the Clean Room that is aggregated or cleaned may be reported to ABI's executives, directors and in-house lawyers, provided that (i) such information is used solely for purposes of conducting due diligence, valuation, synergy development, integration planning and/or preparation of necessary regulatory filings in connection with the Transactions and (ii) all such information is reviewed by both ABI's and MCBC's outside competition/antitrust counsel before it is reported to any such persons in order to ensure that such information is sufficiently aggregated or cleaned so as to remove any competitively sensitive information. All such information remains subject to the terms of the CA.

To the extent certain information or documents in the Clean Room may not be competitively sensitive, ABI's outside competition/antitrust counsel shall confer with MCBC's outside competition/antitrust counsel and MCBC's outside competition/antitrust counsel will determine whether specific information has been improperly placed in the Clean Room when instead should have been placed in MCBC's larger data room.

All Clean Team Material required to be maintained in confidence under this Agreement shall remain the property of the disclosing Party. Upon the request of MCBC, ABI shall return or destroy Clean Team Material pursuant to the procedures set out in Section 2.5 of the CA.

This Agreement shall be effective as of the date hereof. The obligations of confidentiality and nonuse related to the Clean Team Material received under this Agreement shall be binding and, whether or not the Transaction takes place, continue in force until two years after the date hereof.

The Parties acknowledge and agree that a breach of the provisions of this Agreement by either Party would cause the other Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Parties agree that each Party is entitled to specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions thereof and to any other remedy awarded by a court of competent jurisdiction as set forth in the next Paragraph.

The agreement resulting from the Parties' acceptance of the terms of this Agreement will constitute an amendment to the CA, and will be governed by and construed in accordance with the laws of the State of Delaware. Except as specifically set out in this Agreement, the terms of the CA will remain in full force and effect, unamended.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date first set forth above.

ANHEUSER-BUSCH INBEV SA/NV

By: /s/ Maria Rocha Barros / J.  
Vandermeersch

\_\_\_\_\_  
Name: Maria Rocha Barros / J.  
Vandermeersch

Title: Global Legal Director /  
Authorized Signatory

MOLSON COORS BREWING COMPANY

By: /s/ E. Lee Reichert

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Name: E. Lee Reichert

Title: Deputy General Counsel and  
Assistant Secretary

## Exhibit A

### CLEAN TEAM MEMBER CONFIDENTIALITY AGREEMENT

Reference is hereby made to the Clean Team Confidentiality Agreement made and entered into as of October 27, 2015 (the "Agreement"), by and between Anheuser-Busch InBev SA/NV and Molson Coors Brewing Company. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Agreement.

1. I am a member of the Clean Team in relation to the Transaction, and in that capacity I may be provided access to highly confidential, competitively-sensitive information of MCBC, designated as Clean Team Material.
2. I have reviewed, understand and agree to strictly abide by the Agreement.
3. I understand that as a result of my membership on the Clean Team, for a period of fifteen months following the date on which, pursuant to the Agreement, ABI certifies that it has returned or destroyed all Clean Team Material, I will not be placed in a position within ABI or SABM that (i) ) carries direct responsibilities, with respect to ABI's or SABM's business in the United States or Canada, for sales, marketing, or the procurement of goods or services; and (ii) reports to anyone in ABI or SABM with direct responsibility, with respect to ABI's or SABM's business in the United States or Canada, for sales, marketing, or the procurement of goods or services.

Signature:

Date:

Print Name:

Title:

**Exhibit B**

Initial Approved Members of Clean Team

*ABI Employees:*

[REDACTED]

*ABI Counsel:*

[REDACTED]