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The attached Solicitation Statement should not be forwarded or distributed to another person and should not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of the Solicitation Statement in whole or in part is unauthorized. Failure to comply with this direction may result in a violation of applicable laws and regulations.

Confirmation of your representation: You have been sent the attached Solicitation Statement on the basis that you have confirmed to the Solicitation Agent or the Information and Tabulation Agent (each as defined in the Solicitation Statement), being the sender of the attached, that (i) you are not a person to whom it is unlawful to send the attached Solicitation Statement or make the proposal under applicable laws and regulations; (ii) you are a holder or beneficial holder of the Notes (as defined in the attached Solicitation Statement); and (iii) you consent to delivery by electronic transmission.

The attached Solicitation Statement has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission, and consequently none of the Company, the Solicitation Agent, the Information and Tabulation Agent (each as defined in the attached Solicitation Statement) or any person who controls, or is a director, officer, employee or agent of, the Company, nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the attached Solicitation Statement distributed to you in electronic format and the hard copy version available to you on request from the Solicitation Agent or the Information and Tabulation Agent at the address specified at the end of the attached Solicitation Statement.

Restrictions: Nothing on this electronic transmission constitutes an offer to purchase or an offer of securities for sale in the United States or any other jurisdiction. The Notes (as defined in the attached Solicitation Statement) which are the subject of the attached Solicitation Statement have not been registered under the U.S. Securities Act of 1933, as amended, or the securities laws of the United States or any state thereof or the applicable laws of any other jurisdiction.

The attached Solicitation Statement does not constitute an invitation to participate in the Solicitation (as defined in the Solicitation Statement) in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such invitation under applicable securities laws. The distribution of the attached Solicitation Statement in certain jurisdictions may be restricted by law. Persons into whose possession the attached Solicitation Statement comes are required by the Company, the Solicitation Agent and the Information and Tabulation Agent to inform themselves about, and to observe, any such restrictions. If you are in any doubt as to the contents of the attached Solicitation Statement or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant, tax advisor, legal advisor or independent financial advisor.



SABMiller plc

Notice of Successor Additional Amounts Guarantee and
Solicitation of Consents Relating to the
\$300,000,000 of 6.625% Guaranteed Notes due August 15, 2033
Rule 144A Note CUSIP No. 78572MAA3 / ISIN US78572MAA36
Regulation S Note CUSIP No. G77395AA2 / ISIN USG77395AA27

THIS SOLICITATION WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2016, UNLESS EXTENDED (SUCH TIME AND DATE AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”). CONSENTS WILL BE IRREVOCABLE AT THE EARLIER OF THE EXPIRATION TIME AND THE TIME WHEN THE REQUISITE CONSENTS HAVE BEEN RECEIVED (SUCH TIME THE “EFFECTIVE TIME”). HOLDERS SHOULD NOTE THAT THE EFFECTIVE TIME MAY FALL PRIOR TO THE EXPIRATION TIME, AND, IF SO, HOLDERS WILL NOT BE GIVEN PRIOR NOTICE OF SUCH EFFECTIVE TIME. CONSENTS MAY ONLY BE REVOKED ON OR PRIOR TO THE EFFECTIVE TIME BY FOLLOWING THE PROCEDURES DESCRIBED IN THIS SOLICITATION STATEMENT AND THE CONSENT LETTER.

SABMiller plc (“SABMiller” or the “Company”) hereby notifies holders of its 6.625% Guaranteed Notes due August 15, 2033 (the “Notes”) of the execution of a Sixth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of August 4, 2016 among the Company, SABMiller Holdings Inc. (“Holdings” or the “Successor Additional Amounts Guarantor”) and The Bank of New York Mellon (the “Fiscal Agent”) to the fiscal and paying agency agreement pursuant to which the Notes were issued, which is now among SABMiller, MillerCoors LLC (“MillerCoors” or the “Current Additional Amounts Guarantor”), Holdings and the Fiscal Agent, as amended, restated or modified by the Supplemental 2033 Fiscal and Paying Agency Agreement dated as of May 26, 2004, the Second Supplemental 2033 Fiscal and Paying Agency Agreement dated as of March 28, 2008, the Third Supplemental 2033 Fiscal and Paying Agency Agreement dated as of June 30, 2008, the Fourth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of July 1, 2008, the Fifth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of September 10, 2010, and the Sixth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of August 4, 2016 (as amended and supplemented, the “Fiscal and Paying Agency Agreement”) and the execution of an additional amounts guarantee of the Notes by Holdings (the “Successor Additional Amounts Guarantee”). The Successor Additional Amounts Guarantee is a guarantee of the payment of certain Additional Amounts (as defined in the Notes) related to withholding tax that may be due on payments by the Company of interest and principal on the Notes.

The Company is also soliciting consents (the “Consents”), upon the terms and subject to the conditions set out in this Solicitation Statement and in the related consent letter (the “Consent Letter” and, together with this Solicitation Statement, the “Solicitation Documents”), to certain amendments and waivers in respect of the terms and conditions of the Notes, as well as the limited guarantee made by MillerCoors on September 10, 2010 of the payment of certain Additional Amounts (as defined in the Notes) related to withholding tax that may be due on payments by the Company of interest and principal on the Notes (the “Additional Amounts Guarantee”, together with the Fiscal and Paying Agency Agreement, the Successor Additional Amounts Guarantee and the terms and conditions of the Notes, the “Note Documents”) (the “Solicitation”).

The amendments and waivers (the “Proposed Amendments”) with respect to which the Consents are sought would (1) designate Holdings as the “US Guarantor” under the Note Documents and release MillerCoors from the Additional Amounts Guarantee, (2) add a covenant to the terms and conditions of the Notes requiring the Company to take commercially reasonable efforts to register the Notes for resale under the U.S. Securities Act of 1933, as amended (the “Securities Act”) within six months of the date on which the ABI Transaction (as defined below) is consummated (as determined in the sole discretion of the Company), and (3) grant certain waivers in connection with the Solicitation, subject to certain limitations and conditions described in this Solicitation Statement. The Proposed Amendments are sought in connection with the proposed divestment by the Company of its entire interest in MillerCoors pursuant to a purchase and sale agreement dated November 11, 2015 between Molson Coors Brewing Company (“Molson Coors”) and Anheuser-Busch InBev SA/NV (“AB InBev”) (as defined more fully below, the “Divestiture”) in connection with the proposed series of transactions by which the Company would combine with AB InBev, as further described below (the “ABI Transaction”).

Approval of the Proposed Amendments requires the delivery of valid Consents in respect of a majority of the outstanding principal amount of the Notes on or prior to the Effective Time (the “Requisite Consents”). Upon receipt of the Requisite Consents on, or prior to, the Expiration Time, the Consents will become irrevocable and binding on all Holders of the Notes. On the Settlement Date, as defined herein, upon receiving the Requisite Consents, we will execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, subject to the Execution Conditions, as further described below, upon which the Proposed Amendments will become effective.

In the event the Requisite Consents are obtained, SABMiller will make to each Holder delivering a valid and unrevoked Consent a cash payment (the “Consent Payment”) of \$5.00 per \$1,000 principal amount of Notes as to which such Holder delivered a valid and unrevoked Consent on or prior to the Expiration Time, in accordance with the procedures described in this Solicitation Statement. It is expected that any Consent Payment due will be paid on the first business day following the Expiration Time, or as soon as practicable thereafter (the “Settlement Date”).

To be eligible to receive the Consent Payment, a consent must be validly delivered at or prior to the Expiration Time and not validly revoked by the Effective Time.

The Solicitation is being made to all persons in whose name a Note was registered at 5:00 p.m., New York City time, on August 3, 2016 (the “*Record Date*”) and their duly designated proxies. As of August 3, 2016, all of the Notes were held through The Depository Trust Company (“*DTC*”) by participants in DTC (“*DTC Participants*”), and such DTC Participants and any other registered holders of Notes as of the Record Date are referred to herein as “*Holders*”). The Company expects that DTC will issue an “omnibus proxy” authorizing DTC Participants as of the Record Date to execute and deliver Consents. Holders wishing to participate in the Solicitation must complete, sign, date and deliver by mail or facsimile to the Information and Tabulation Agent at the address or telephone numbers set forth on the back cover of this Solicitation Statement (and not revoke) such Consents on or prior to the Expiration Time. A beneficial owner of an interest in Notes (“*Beneficial Owner*”) wishing to participate in the Solicitation and who holds an interest in Notes through a DTC Participant must properly instruct such DTC Participant to cause a Consent to be given in respect of such Notes on such Beneficial Owner’s behalf on or prior to the Expiration Time.

Any questions or requests for assistance may be directed to J.P. Morgan Securities LLC, the solicitation agent for the Solicitation (the “*Solicitation Agent*”), or Global Bondholder Services Corporation (the “*Information and Tabulation Agent*”) at the respective addresses and telephone numbers set forth on the back cover of this Solicitation Statement. Requests for copies of this Solicitation Statement, the Consent Letter and other related materials should be directed to the Information and Tabulation Agent at the telephone numbers set forth on the back cover of this Solicitation Statement. None of the Company, AB InBev, the Solicitation Agent, the Information and Tabulation Agent, the Fiscal Agent or any other agent of the Company makes any recommendation as to whether or not Holders should provide Consents to the Proposed Amendments.

The Company expressly reserves the right to terminate the solicitation at any time.

Adoption of the Proposed Amendments may have significant consequences. Please see “*Certain Significant Considerations.*”

The Solicitation Agent for the Solicitation is:

J.P. Morgan

August 4, 2016

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Holders who wish to deliver a Consent must satisfy themselves as to their full observance of applicable laws in connection therewith. If SABMiller becomes aware of any state or foreign jurisdiction where the making of the Solicitation is prohibited, SABMiller will make a good faith effort to comply with the requirements of any such jurisdiction. If, after such effort, SABMiller cannot comply with the requirements of any such jurisdiction, the Solicitation will not be made to (and Consents will not be accepted from or on behalf of) Holders in such jurisdiction.

No person has been authorized to give any information or make any representations other than those contained or incorporated by reference in this Solicitation Statement and, if given or made, such information or representations must not be relied upon as having been authorized by SABMiller. The delivery of this Solicitation Statement at any time does not imply that the information herein is correct as of any time subsequent to its date or that there has been no change in the information set forth herein or in the affairs of the Company since the date hereof.

IMPORTANT

Holders of record as of the Record Date desiring to deliver Consents should complete, sign and date the Consent Letter included herewith (or a facsimile thereof) in accordance with the instructions therein, have its signature thereon guaranteed, if required, and mail or deliver it and any other required documents to the Information and Tabulation Agent at its address set forth on the back cover hereof for receipt prior to the Expiration Time.

Only Holders of record as of the Record Date, or their duly designated proxies, may execute and deliver Consents. As of the date of this Solicitation Statement, the nominee of DTC is the sole Holder of the Notes. The Company expects that DTC will issue an “omnibus proxy” authorizing DTC Participants as of the Record Date to execute and deliver Consents. Any Beneficial Owner who wishes to deliver a Consent with respect to such Notes but who is not a Holder of record of such Notes as of the Record Date (including any Beneficial Owner holding through a broker, dealer, commercial bank, trust company or other nominee) must arrange with the person who is such a Holder of record to execute and deliver a Consent on behalf of such Beneficial Owner. **Beneficial Owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish their own earlier deadline for participation in the Solicitation. Accordingly Beneficial Owners wishing to participate in the Solicitation should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine by when such Beneficial Owner must take action in order to participate in the Solicitation.**

Any questions or requests for assistance or for additional copies of this Solicitation Statement, the Consent Letter or related documents may be directed to the Information and Tabulation Agent at its telephone numbers set forth on the back cover hereof. A Holder may also contact the Solicitation Agent at its telephone numbers set forth on the back cover hereof or such Holder’s broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Solicitation.

If you have recently sold or otherwise transferred your entire holdings of the Notes, you should immediately forward this Solicitation Statement and all accompanying annexes to this Solicitation Statement to the purchaser or the transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.

Each person receiving this Solicitation Statement acknowledges that such person has not relied on the Company, the Solicitation Agent, the Information and Tabulation Agent, AB InBev or the Fiscal Agent in connection with its decision on whether, or how, to vote in relation to the Proposed Amendments. Each such person must make its own analysis and investigation regarding the Proposed Amendments and make its own voting decision, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such voting decision.

If such person is in any doubt about any aspect of the Proposed Amendments and/or the action it should take, it should consult its professional advisers.

The Solicitation Agent may, to the extent permitted by applicable law, have or hold a position in the Notes and the Solicitation Agent may, to the extent permitted by applicable law, make or continue to make a market in, or vote in respect of, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Notes.

J.P. Morgan Securities LLC, as Solicitation Agent, is acting exclusively for the Company and nobody else in relation to the Solicitation and will not be responsible to anyone other than the Company for providing the protections afforded to its customers or for giving advice or other investment services in relation to the Solicitation.

This Solicitation Statement is issued and directed only to the Holders and no other person shall, or is entitled to, rely or act on, or be able to rely or act on, its contents.

All references in this Solicitation Statement to “\$” and “U.S. dollars” refer to the lawful currency of the United States of America.

HOLDERS OF SECURITIES SHOULD NOT DELIVER CONSENTS TO THE COMPANY, THE FISCAL AGENT OR THE SOLICITATION AGENT AT ANY TIME.

NEITHER THIS SOLICITATION STATEMENT NOR THE CONSENT LETTER OR ANY RELATED DOCUMENTS HAVE BEEN FILED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE THEY BEEN FILED WITH OR REVIEWED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS STATEMENT OR THE LETTER OF CONSENT OR ANY RELATED DOCUMENTS, AND IT IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.

The Company is not aware of any jurisdiction where the making of the Solicitation is not in compliance with the laws of such jurisdiction. If the Company becomes aware of any state or foreign jurisdiction where the making of the Solicitation is prohibited, the Company will make a good faith effort to comply with the requirements of any such jurisdiction. If, after such effort, the Company cannot comply with the requirements of any such jurisdiction, the Solicitation will not be made to (and Consents will not be accepted from or on behalf of) Holders in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of the Company that is not contained in the Solicitation Documents, and, if given or made, such information or representation should not be relied upon.

None of the Company, AB InBev, the Solicitation Agent, the Information and Tabulation Agent, the Fiscal Agent or any other agent of the Company makes any recommendation as to whether or not Holders should provide Consents to the Proposed Amendments.

AVAILABLE INFORMATION

Copies of SABMiller's latest financial results may be obtained without charge from (i) the registered office of the Company, (ii) the website of the Regulatory News Service operated by the London Stock Exchange and (iii) the Company's website at <http://www.sabmiller.com/investors/results/latest-results>.

Further information regarding the recommended combination of AB InBev and the Company can be found in the joint announcement pursuant to Rule 2.7 of the U.K. City Code on Takeovers and Mergers (the “*Rule 2.7 Announcement*”) on the terms of a recommended combination of AB InBev and the Company.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained herein constitute forward-looking statements. The forward-looking statements are based on current expectations, estimates, forecasts and projections of future Company or industry performance, the Divestiture, or the ABI Transaction based on management's judgment, beliefs, current trends and market conditions. Forward-looking statements made by the Company may be identified by the use of words such as "may have to," "expects," "intends," "plans," "anticipates," "believes," "seeks," "estimates," and similar expressions. Forward-looking statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions which are difficult to predict and may result in changes, that, individually or in the aggregate, may be material to the Company's financial condition, results of operations or liquidity. The Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

SUMMARY

This Solicitation Statement and the Consent Letter contain important information that should be read carefully before any decision is made with respect to the Solicitation. The following summary is not intended to be complete. Holders are urged to read the more detailed information set forth elsewhere and incorporated by reference in this Solicitation Statement and the Consent Letter. Each of the capitalized terms used in this Summary and not defined herein has the meaning set forth elsewhere in this Solicitation Statement.

SABMiller is soliciting Consents to the Proposed Amendments to the Fiscal and Paying Agency Agreement and related Note Documents. Assuming receipt of the Requisite Consents (and subject to the Execution Conditions), SABMiller will execute the supplemental fiscal and paying agency agreement (the “*Seventh Supplemental 2033 Fiscal and Paying Agency Agreement*”) with MillerCoors, Holdings, the Fiscal Agent, and related necessary documentation to give effect to the Proposed Amendments on the Settlement Date.

The following is a summary of certain terms of the Solicitation:

CompanySABMiller plc

The Notes\$300,000,000 of 6.625% Guaranteed Notes due 2033

Rule 144A Note CUSIP No. and ISIN78572MAA3 and US78572MAA36

Regulation S Note CUSIP No. and ISING77395AA2 and USG77395AA27

Current Additional Amounts GuarantorMillerCoors LLC

Additional Amounts GuaranteeOn September 10, 2010, MillerCoors was released from all obligations to guarantee the payment of principal or interest on the Notes and currently guarantees only the payment of certain Additional Amounts. See “Background – The Additional Amounts Guarantee.”

The Additional Amounts Guarantee is relevant only in certain limited circumstances where both (i) withholding (or equivalent) taxes were imposed upon payments of interest or principal on the Notes and (ii) the Company failed to pay any Additional Amounts with respect thereto as may be required under the Note Documents. The Additional Amounts Guarantee guarantees payment only of such Additional Amounts and not of interest or principal.

Successor

Additional Amounts GuarantorSABMiller Holdings Inc. SABMiller Holdings Inc. was added as a guarantor of the payment of certain Additional Amounts under the Note Documents pursuant to the Sixth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of August 4, 2016 and the Successor Additional Amounts Guarantee. SABMiller Holdings Inc. is one of the primary issuers of SABMiller’s U.S. dollar-denominated capital markets debt, with approximately \$8.2 billion aggregate principal amount of such indebtedness outstanding as of March 31, 2016. See “Background – SABMiller Holdings Inc.”

Purpose of Solicitation.....The primary purpose of the Solicitation is to replace the Current Additional Amounts Guarantor under the Note Documents, MillerCoors, with Holdings. The Proposed Amendments would (1) designate Holdings as the “US Guarantor” under the Note Documents and release MillerCoors from the Additional Amounts Guarantee, (2)

add a covenant to the terms and conditions of the Notes requiring the Company to take commercially reasonable efforts to register the Notes for resale under the Securities Act within six months of the date on which the ABI Transaction is consummated (as determined in the sole discretion of the Company) and (3) grant a waiver of certain procedural requirements to provide notice or convene a noteholders' meeting to effect the Proposed Amendments. See "The Proposed Amendments." Neither the ABI Transaction nor the Divestiture are contingent upon the successful completion of the Solicitation.

The ABI Transaction	On November 11, 2015, the Company announced that an agreement had been reached with the board of AB InBev on the terms of a recommended combination of AB InBev and the Company (the " <i>ABI Transaction</i> "). See "Background – The Transaction with AB InBev."
Conditions of the Solicitation	The Company will execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement subject to the following conditions (together, the " <i>Execution Conditions</i> "): (i) the Information and Tabulation Agent has received, on or before the Expiration Time, the Requisite Consents (and they have not been validly revoked) and (ii) there is no existing or proposed law or regulation, injunction, action or other proceeding (pending or threatened) that would make unlawful or invalid or enjoin or delay the implementation of the Proposed Amendments or the entering into of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement or the payment of any Consent Payment or question the legality or validity of any thereof. See "The Solicitation – Conditions of the Solicitation."
Consent Payments	Subject to obtaining the Requisite Consents, the Company will make to each Holder who delivered (and did not revoke) a valid Consent on or prior to the Expiration Time a cash Consent Payment of \$5.00 per \$1,000 principal amount of Notes. It is expected that the Consent Payments due will be paid on the first business day following the Expiration Time, or as soon as practicable thereafter. No accrued interest will be paid on the Consent Payments.
Record Date	August 3, 2016.
Launch Date	August 4, 2016.
Expiration Time	The Solicitation will be open until 5:00 p.m., New York City time, on August 11, 2016, unless extended by the Company in its sole discretion. Holders must deliver their valid and unrevoked Consents to the Proposed Amendments on or prior to the Expiration Time in order to be eligible to receive the Consent Payment.
Effective Time	Upon receipt of the Requisite Consents on, or prior to, the Expiration Time, the Consents will become irrevocable and binding upon all Holders of the Notes.
Settlement Date	Provided that all Execution Conditions are satisfied or waived, the date on which the Consent Payment will be paid to Holders of Notes who validly delivered Consents at or prior to the Expiration Time and did not validly revoke such Consents prior to the Expiration Time, as determined by the Company in its sole discretion, and the date on which the Company, MillerCoors, Holdings and the Fiscal Agent will

execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, at which time the Proposed Amendments will become effective.

Eligibility for Consent Payment Holders whose Consents are validly delivered (and not revoked) on or prior to the Expiration Time will be eligible to receive the Consent Payment. Any subsequent transferees of Notes of such Holders, and any Holders who do not timely deliver (or who revoke) a valid Consent (and their transferees), will not be entitled to receive the Consent Payment even if the Proposed Amendments become effective and, as a result, become binding on such Notes.

Requisite Consents Holders must deliver (and not revoke) valid Consents in respect of a majority in aggregate principal amount of all outstanding Notes in order for the Proposed Amendments to be approved. As of the date of this Solicitation Statement, the aggregate outstanding principal amount of the Notes is \$300,000,000.

Consequences to
Non-Consenting Holders If the Requisite Consents are obtained and the Proposed Amendments are adopted, non-consenting Holders (and subsequent transferees of the Notes) will be bound by the Proposed Amendments but will not be entitled to receive the Consent Payment.

Procedure for Delivery of Consents Consents must be delivered by mail or facsimile to the Information and Tabulation Agent at the address or facsimile number set forth on the back cover page of this Solicitation Statement on or prior to the Expiration Time. Only registered holders of Notes as of the Record Date or their duly designated proxies, including DTC Participants, are eligible to consent to the Proposed Amendments and receive the Consent Payment. The Company expects that DTC will issue an “omnibus proxy” authorizing the DTC Participants as of the Record Date to execute and deliver Consents. Therefore, a Beneficial Owner of an interest in Notes held in an account of a DTC Participant who wishes a Consent to be delivered must properly instruct such DTC Participant to cause a Consent to be given in respect of such Notes on such Beneficial Owner’s behalf. See “The Solicitation—Consent Procedures.”

In the Solicitation, the Company is seeking Consents to the Proposed Amendments as a single proposal. Accordingly, any Consents purporting to consent to the Proposed Amendments only in part will be a valid delivery of a Consent as to all of the Proposed Amendments.

No alternative, conditional or contingent Consents will be accepted.

Revocation of Consents Revocation of Consents may be made at any time prior to the Effective Time, but not thereafter. See “The Solicitation—Revocation of Consents.”

Extension, Waiver, Termination
and Amendment..... SABMiller reserves the right:

- to extend the Record Date and the Expiration Time, from time to time;
- to waive in whole or in part any conditions to the Solicitation;

- to terminate the Solicitation at any time prior to the Expiration Time; and
- to amend the Solicitation at any time prior to the Expiration Time.

Solicitation AgentJ.P. Morgan Securities LLC.

Information and Tabulation AgentGlobal Bondholder Services Corporation.

Tax ConsequencesFor a discussion of certain U.K. tax and U.S. federal income tax consequences of the Solicitation to Beneficial Owners, see “Material United States Federal Income Tax Consequences” and “Certain United Kingdom Tax Consequences.”

Additional InformationAny requests for assistance may be directed to the Solicitation Agent, or the Information and Tabulation Agent at the respective addresses and telephone numbers set forth on the back cover of this Solicitation Statement. Request for copies of this Solicitation Statement, the Consent Letter and other related materials should be directed to the Information and Tabulation Agent at the telephone numbers set forth on the back cover of this Solicitation Statement.

Certain Significant ConsiderationsAdoption of the Proposed Amendments may have significant consequences. See “Certain Significant Considerations.”

SOLICITATION TIMELINE

Holders should take note of the following dates in connection with the Solicitation. The dates below are, however, subject to modification in accordance with the terms of the Solicitation:

Event Name	Timing	Description
Record Date	5:00 p.m., New York City time, on August 3, 2016.	The Solicitation is being made to all persons in whose name a Note was registered on the Record Date.
Solicitation Launch Date	August 4, 2016.	Commencement of the Solicitation upon the terms and subject to the conditions set forth in this Solicitation Statement.
Effective Time	Immediately upon receipt of the Requisite Consents.	Upon receipt of the Requisite Consents on, or prior to, the Expiration Time, the Consents will become irrevocable and binding upon all Holders of the Notes.
Expiration Time	5:00 p.m., New York City time, on August 11, 2016, unless extended by the Company in its sole discretion.	The time prior to which Holders of the Notes must validly deliver Consents to the Proposed Amendments in order to be eligible to receive the Consent Payment.
Announcement of Solicitation Results	As soon as practicable after the earlier of the Effective Time or the Expiration Time.	The date on which the results of the Solicitation are announced by the Company to the Holders of the Notes.
Settlement Date	The first business day after the Expiration Time or as soon as practicable thereafter.	Provided that all Execution Conditions are satisfied or waived, the date on which the Consent Payment will be paid to Holders of Notes who validly delivered Consents at or prior to the Expiration Time and did not validly revoke such Consents prior to the Expiration Time, as determined by the Company in its sole discretion, and the date on which the Company, MillerCoors, Holdings and the Fiscal Agent will execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, at which time the Proposed Amendments will become effective.

BACKGROUND

This Solicitation Statement and the Consent Letter contain important information which should be read before a decision is made with respect to the Solicitation. As used in this Solicitation Statement, the terms “we,” “our,” “us,” “SABMiller” and the “Company” refer to SABMiller plc and its predecessors, subsidiaries and affiliates unless the context indicates otherwise.

Our Company

SABMiller, together with its subsidiaries, associated companies and joint ventures (together, the “SABMiller Group”), is, according to Canadean Limited, one of the world’s largest brewers, occupying a top-two market position by volume in many markets in which it operates. The SABMiller Group’s NPR, EBITA, and beverage volumes for the year ended March 31, 2016 were \$24,149 million, \$5,810 million and 331 million hectoliters, respectively. As at March 31, 2016, the SABMiller Group’s total assets were \$43,589 million. The SABMiller Group is also one of the largest bottlers and distributors of Coca-Cola products outside the United States of America.

The SABMiller Group is in the beer and soft drinks business with interests across the world, with a balance between fast-growing developing markets and cash-generative developed markets. The SABMiller Group is passionate about brewing and has a long tradition of craftsmanship, making superb beer from high-quality natural ingredients. The SABMiller Group’s local beer experts brew more than 200 beers from which a range of special regional and global brands has been carefully selected and nurtured. The SABMiller Group employs around 70,000 people in more than 80 countries.

SABMiller is a FTSE-10 company in terms of market capitalization and SABMiller ordinary shares are admitted to the premium listing segment of the UK Financial Conduct Authority’s Official List and to trading on the London Stock Exchange. SABMiller has a secondary listing on the Johannesburg Stock Exchange. SABMiller has demonstrated significant growth, with market capitalization growing from \$5,421 million as at December 31, 2000 to approximately \$99,168 million as at March 31, 2016.

SABMiller was incorporated as a public limited company in England and Wales under the UK Companies Act 1985 on March 17, 1998. Its registered office is located at SABMiller House, Church Street West, Woking, Surrey, England, GU21 6HS and its registered number is 03528416. Its telephone number is +44 (0) 1483 264000.

The Transaction with AB InBev

On November 11, 2015, the Company, in a joint announcement pursuant to Rule 2.7 of the U.K. City Code on Takeovers and Mergers (the “Rule 2.7 Announcement”), announced that an agreement had been reached with the board of AB InBev on the terms of a recommended combination of AB InBev and the Company.

The ABI Transaction will be implemented through a three-step process, as follows:

- first, the acquisition of SABMiller by Newbelco SA/NV, a Belgian public limited liability company (*société anonyme/naamloze vennootschap*) incorporated on March 3, 2016 for the purposes of the ABI Transaction (“Newbelco”), through a UK court-sanctioned scheme of arrangement between SABMiller and the applicable shareholders of SABMiller under Part 26 of the UK Companies Act 2006, in consideration for the issue of initial shares in Newbelco to the shareholders of SABMiller (the “UK Scheme”);
- second, a voluntary cash takeover offer made by AB InBev pursuant to the Belgian Law of April 1, 2007 on takeover bids and the Belgian Royal Decree of April 27, 2007 on takeover bids for all of the initial shares of Newbelco to be issued to the SABMiller shareholders pursuant to the UK Scheme (the “Belgian Offer”); and

- third, following closing of the Belgian Offer, the merger of AB InBev into Newbelco through a reverse merger under the Belgian Law of May 7, 1999, setting out the Companies Code, pursuant to which the shareholders of AB InBev will become shareholders of Newbelco and Newbelco will be the surviving entity and the holding company for the combined group following the ABI Transaction.

The consent of the Holders of the Notes to the ABI Transaction is not required under the terms and conditions of the Note Documents and is not a condition to completion of the ABI Transaction.

The consummation of the ABI Transaction is subject to a number of conditions, as set forth in Appendix 2 of the Rule 2.7 Announcement. The ABI Transaction is currently expected to be completed during the second half of 2016. More information about the ABI Transaction can be found at <http://www.sabmiller.com/investors/ABInBev-Offer>.

The Proposed Divestiture of MillerCoors

To address antitrust regulatory considerations in connection with the ABI Transaction, on November 11, 2015 AB InBev announced a purchase agreement with Molson Coors (as amended and as it may be further amended, supplemented or replaced, the “*Molson Coors Purchase Agreement*”) pursuant to which Molson Coors will acquire all of the Company’s interest in MillerCoors LLC, a joint venture between the Company and Molson Coors, and certain assets (including trademarks, other intellectual property, contracts, inventory and other assets) related to the Company’s portfolio of Miller brands outside the U.S. (the “*Divestiture*”). The Divestiture is expected to close concurrently with the ABI Transaction.

Under the terms of the Molson Coors Purchase Agreement, completion of the Divestiture is subject to the following closing conditions: (1) the absence of any applicable and material law or government order prohibiting the consummation of the Divestiture or making it illegal and (2) the closing of the ABI Transaction. AB InBev and Molson Coors have agreed to use reasonable best efforts to consummate and make effective the Divestiture, including with respect to obtaining regulatory consents and approvals. The Molson Coors Purchase Agreement may be terminated by the mutual written consent of Molson Coors and AB InBev or by either party if the Divestiture has not closed before November 11, 2016, subject to an automatic extension for six months if all regulatory approvals necessary to consummate the Divestiture and the ABI Transaction have not been obtained. The Molson Coors Purchase Agreement will automatically terminate if the ABI Transaction has been withdrawn or has lapsed, except for certain withdrawals or lapses in connection with a change in the structure of the ABI Transaction. The Divestiture is not conditional upon the Company obtaining the Requisite Consents.

The Additional Amounts Guarantee

Pursuant to the Fifth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of September 10, 2010, MillerCoors was released from all obligations present and future to guarantee the payment of principal or interest on the Notes. Pursuant to this release, MillerCoors entered into an amended US Guarantee whereby it is obligated only to guarantee the payment of certain Additional Amounts (as defined in the Note Documents), which are amounts related to certain withholding tax payments that may become due on payments of interest and principal on the Notes. MillerCoors is obligated to make such payments only if the Company defaults on its obligation to pay such Additional Amounts.

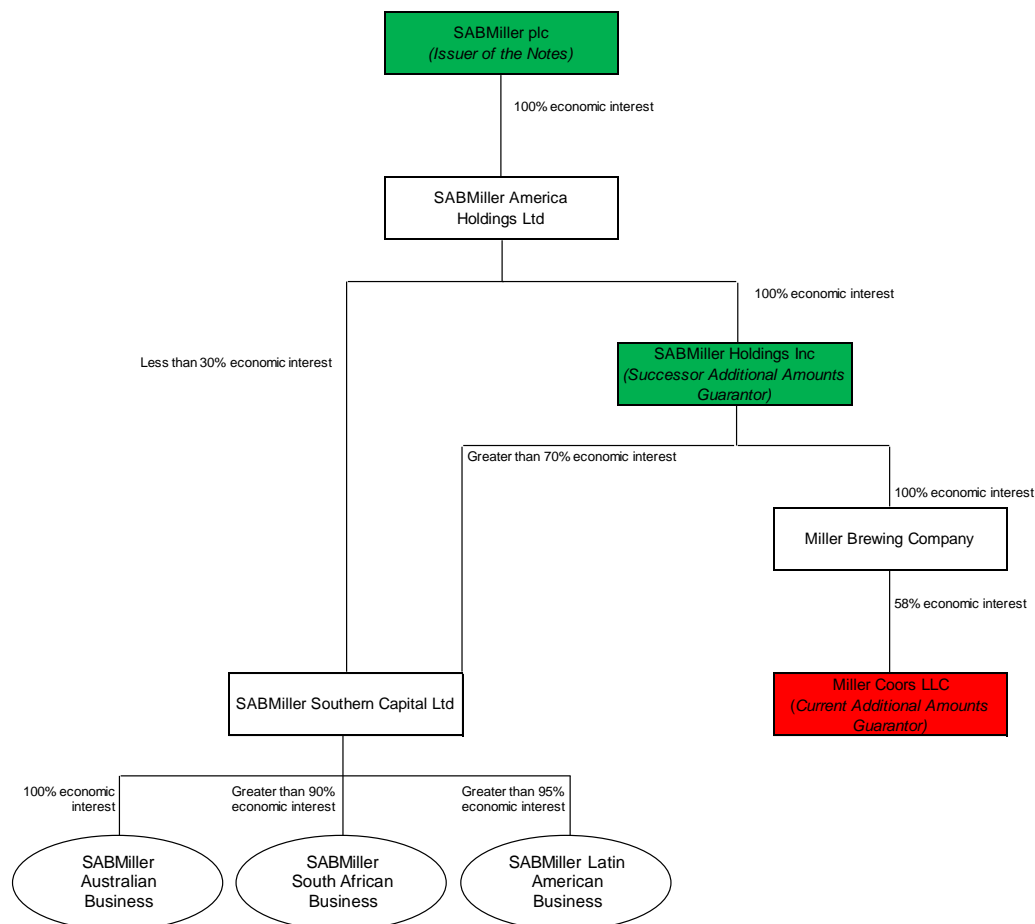
Under the Additional Amounts Guarantee, MillerCoors does not guarantee any payments of principal or interest on the Notes.

SABMiller Holdings Inc. (the Successor Additional Amounts Guarantor) and the Successor Additional Amounts Guarantee

SABMiller Holdings Inc. (“*Holdings*”) is a wholly-owned indirect subsidiary of the Company duly incorporated and existing under the laws of the state of Delaware. Holdings is a non-operating holding company whose assets following the Divestiture are expected to consist primarily of direct and indirect shareholdings in certain subsidiaries of the Company with operating assets, as well as certain inter-company loans. Holdings is a

private company and its financial results are included in the Company's consolidated financial reports. Holdings does not separately report its financial results and there is no intention for it to do so in the future.

A simplified organizational chart showing the corporate structure of SABMiller, Holdings, and MillerCoors as of the date hereof is presented below:



the Notes ^{*}On September 10, 2010, MillerCoors was released from all obligations to guarantee the payment of principal or interest on and currently guarantees only the payment of certain Additional Amounts.

Pursuant to the Sixth Supplemental 2033 Fiscal and Paying Agency Agreement dated as of August 4, 2016, Holdings was added as an additional US guarantor under the Note Documents (the “*Successor Additional Amounts Guarantee*”). The Successor Additional Amounts Guarantee has substantively identical terms to the Additional Amounts Guarantee.

PURPOSE AND EFFECTS OF THE SOLICITATION AND THE PROPOSED AMENDMENTS

The primary purpose of the Solicitation is to replace the current guarantor under the Additional Amounts Guarantee, MillerCoors, with Holdings. The Additional Amounts Guarantee is relevant only in certain limited circumstances where both (i) withholding (or equivalent) taxes were to be imposed upon payments of interest or principal on the Notes and (ii) the Company were to fail to pay any Additional Amounts with respect thereto as may be required under the Note Documents. The Additional Amounts Guarantee guarantees payment only of such Additional Amounts and not of interest or principal.

The Proposed Amendments will (1) designate Holdings as the “US Guarantor” under the Note Documents and release MillerCoors from the Additional Amounts Guarantee, (2) add a covenant to the terms and conditions of the Notes requiring the Company to take commercially reasonable efforts to register the Notes for resale under the Securities Act within six months of the date on which the ABI Transaction is consummated (as determined in the sole discretion of the Company) and (3) grant a waiver of certain procedural requirements to give notice or convene a noteholders’ meeting to effect the Proposed Amendments. See “The Proposed Amendments.”

The Proposed Amendments will align the credit support for the Notes with the remainder of SABMiller’s external bank and bond debt instruments, none of which are guaranteed by entities outside the SABMiller Group. Specifically, following the Proposed Amendments, the Additional Amounts Guarantee obligations will reside at Holdings, which is one of the primary obligors of the SABMiller Group’s U.S. dollar-denominated capital markets debt, with approximately \$8.2 billion aggregate principal amount of such indebtedness outstanding as of March 31, 2016. SABMiller believes the alignment and simplification of the obligors under its debt instruments is beneficial to Holders, in particular in the context of the Company’s planned combination with AB InBev.

In addition, the Company believes that the proposed commitment to use commercially reasonable efforts to register the Notes for resale under the Securities Act within six months of the date on which the ABI Transaction is consummated will be substantially beneficial to Holders from a liquidity perspective.

The Proposed Amendments will not alter the obligations of SABMiller to pay principal, interest and any Additional Amounts, each when due and payable. The Proposed Amendments will not alter the restrictive covenants and events of default applicable to SABMiller as the issuer of the Notes, the restrictive covenants and events of default applicable to Holdings as the “US Guarantor” or the restrictive covenants and events of default applicable to Principal Subsidiaries and Principal Properties (each as defined in the Note Documents).

THE PROPOSED AMENDMENTS

Set forth below are the provisions of the terms and conditions of the Note Documents that would be amended by the Proposed Amendments. The following is qualified in its entirety by reference to the form of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, a copy of which can be obtained without charge from the Information and Tabulation Agent. Capitalized terms not otherwise defined in this Solicitation Statement have the meanings assigned to them in the Fiscal and Paying Agency Agreement. Regardless of whether the Proposed Amendments become operative, the Notes will continue to be outstanding in accordance with all other terms of the Notes and the Fiscal and Paying Agency Agreement.

Designation of SABMiller Holdings Inc. as “US Guarantor” under the Note Documents and release of MillerCoors from the Additional Amounts Guarantee

Upon execution of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, the Successor Additional Amounts Guarantor shall be designated the “US Guarantor” under the Note Documents and shall assume all the obligations of the Current Additional Amounts Guarantor under the Fiscal and Paying Agency Agreement (as supplemented hereby) and the Notes, and the due and punctual performance and observance of every covenant and condition to be performed or observed by the Current Additional Amounts Guarantor therein; and MillerCoors shall no longer be the “US Guarantor” and shall be relieved of its obligation and covenants under the Note Documents (and, for the avoidance of doubt, the Additional Amounts Guarantee by MillerCoors shall terminate and be of no further force and effect).

Commitment to use commercially reasonable efforts to register the Notes under the Securities Act

THE FOLLOWING PARAGRAPH 6(f) SHALL BE ADDED TO THE TERMS AND CONDITIONS OF THE NOTES AS FOLLOWS:

“(f) The Issuer shall take commercially reasonable efforts to register the Notes for resale under the Securities Act within six months of the date on which the proposed series of transactions by which the Issuer would combine with Anheuser-Busch InBev SA/NV are consummated (as determined in the sole discretion of the Issuer). No Agent shall have any obligation to monitor or confirm whether or not the Issuer has complied with the foregoing obligation. The Issuer will notify the holders of the Notes and the Fiscal Agent in the event the Notes are registered for resale under the Securities Act.”

Waiver and release of liability in respect of certain procedural requirements relating to the Solicitation process

As of the Effective Time, the Holders will be deemed to have waived any liability, breach, default or event of default that may arise under the Note Documents in relation to effecting the Proposed Amendments through the Solicitation procedure, including a waiver of any applicable procedural requirements to provide notice to noteholders in a certain form or at a certain time or to convene a noteholder’s meeting in connection with effecting the Proposed Amendments.

THE SOLICITATION

General

We are seeking consents from Holders of at least a majority in aggregate principal amount of all outstanding Notes not owned by us or our subsidiaries to the Proposed Amendments to the Note Documents. See “The Proposed Amendments.”

Regardless of whether the Proposed Amendments are adopted and become operative, the Notes will continue to be outstanding in accordance with all other terms of the Notes and the Fiscal and Paying Agency Agreement. The changes sought to be effected by the Proposed Amendments will not alter our obligation to pay the principal or interest on the Notes when due or to pay Additional Amounts or alter the stated interest rate, maturity date or redemption provisions of the Notes.

Conditions of the Solicitation

We will execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, subject to the following conditions (together, “*Execution Conditions*”): (i) the Information and Tabulation Agent has received, on or before the Effective Time, the Requisite Consents (and they have not been validly revoked) and (ii) there is no existing or proposed law or regulation, injunction, action or other proceeding (pending or threatened) that would make unlawful or invalid or enjoin or delay the implementation of the Proposed Amendments or the entering into of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement or the payment of any Consent Payment or question the legality or validity of any thereof.

The Proposed Amendments, as implemented by the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement, will become effective upon the execution of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement by all parties thereto.

Requisite Consents

Holders must deliver (and not revoke) valid Consents in respect of a majority in aggregate principal amount of all outstanding Notes in order for the Proposed Amendments to be approved. As of the date hereof, the aggregate outstanding principal amount of the Notes is \$300,000,000.

The failure of a Holder to deliver a Consent (including any failure resulting from broker non-votes) will have the same effect as if such Holder had voted “Against” the Proposed Amendments.

Consent Payment

Subject to obtaining the Requisite Consents, the Consent Payment will be paid to each Holder who has delivered to the Information and Tabulation Agent (and has not revoked) a valid Consent on or before the Expiration Time. The Consent Payment will equal \$5.00 per \$1,000 principal amount of Notes as to which a timely Consent is delivered and not revoked by such Holder on or prior to the Expiration Time. No accrued interest will be paid on the Consent Payment. The Information and Tabulation Agent will act as agent for the consenting Holders for the purpose of receiving payments from SABMiller and transmitting such payments to the consenting Holders. Payment of any Consent Payment due and payable will be made on the Settlement Date.

Notwithstanding any subsequent transfer of its Notes, any Holder whose properly executed Consent has been received by the Information and Tabulation Agent (and not revoked) on or prior to the Expiration Time will be eligible to receive any Consent Payment payable in respect of such Notes unless the Solicitation is terminated for any reason on or prior to the Expiration Time. Any subsequent transferees of Notes of such Holders, and any Holders (and their transferees) who do not timely deliver (or who revoke) a valid Consent, will not be entitled to receive any Consent Payment, even if the Proposed Amendments become effective and, as a result, becomes binding on them. A Beneficial Owner of an interest in Notes held in an account of a DTC Participant must properly instruct

such DTC Participant, as the Holder of such Notes, to cause a Consent to be given in respect of such Notes on or prior to the Expiration Time. See “The Solicitation—Consent Procedures.”

Expiration Time; Effective Time; Extensions; Amendments

The Solicitation will be open until 5:00 p.m., New York City time, on August 11, 2016, unless earlier extended or terminated by SABMiller in its sole discretion. Consents may not be revoked after the Effective Time. Holders of the Notes must validly deliver Consents to the Proposed Amendments prior to the Expiration Time in order to be eligible to receive the Consent Payment.

Upon receipt of the Requisite Consents on, or prior to, the Expiration Time, the Consents will become irrevocable and binding on all Holders of the Notes, *provided* that the Proposed Amendments will not become effective until the execution of the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement.

We will execute the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement on the Settlement Date, provided that all Execution Conditions are satisfied or waived, upon which the Proposed Amendments will become effective. See “The Solicitation—Conditions of the Solicitation.”

We reserve the right to extend the Solicitation at any time and from time to time, whether or not the Requisite Consents have been received, by giving oral or written notice to the Solicitation Agent promptly (expected to be no later than 9:00 a.m., New York City time) on the next business day after the previously announced Expiration Time. Any such extension will be followed as promptly as practicable by notice of the extension by press release or other public announcement (or by written notice to the Holders). Such announcement or notice may state that we are extending the Solicitation for a specified period of time or on a daily basis.

SABMiller reserves the right:

- to extend the Expiration Time, from time to time;
- to waive in whole or in part any conditions to the Solicitation;
- to terminate the Solicitation at any time prior to the Expiration Time; and
- to amend the Solicitation at any time prior to the Expiration Time.

If the Solicitation is amended or modified in a manner determined by SABMiller to constitute a material change to the Holders, SABMiller will promptly disclose such amendment or modification in a manner deemed appropriate (including by press release) and may, if appropriate, extend the Solicitation for a period deemed by it to be adequate to permit the Holders to deliver and/or revoke their Consents.

Failure to Obtain the Requisite Consents

In the event the Requisite Consents are not obtained and the Solicitation is terminated, the Seventh Supplemental 2033 Fiscal and Paying Agency Agreement will not be executed, the Consent Payment will not be paid, and the Proposed Amendments will not become operative.

Record Date

We have fixed 5:00 p.m., New York City time, on August 3, 2016 as the Record Date for the Holders of the Notes to consent to the Proposed Amendments.

Consent Procedures

The Solicitation is being made to all persons in whose name a Note was registered as of the Record Date. Only Holders (*i.e.*, persons in whose name a Note is registered) on the Record Date, or their duly designated proxies,

may execute and deliver a Consent Letter. The Company expects that DTC will issue an “omnibus proxy” authorizing the DTC Participants as of the Record Date (as set forth in a securities position listing of DTC as of the Record Date) to execute Consents with respect to those Notes as if those DTC Participants were the holders of record of those Notes as of the Record Date; accordingly, SABMiller will deem those DTC Participants for purposes hereof to be holders of record of those Notes as of the Record Date, and we will deem Consents executed by those DTC Participants or their duly appointed proxies with respect to those Notes to be valid Consents with respect to those Notes. Accordingly, for the purposes of this Solicitation, the term “*Holder*” shall be deemed to mean record holders and DTC Participants who held Notes through DTC as of the Record Date.

In order to cause a Consent to be delivered with respect to Notes held by a Holder, the Holder must complete, sign and date a Consent Letter, and mail or deliver it to the Information and Tabulation Agent at its address or facsimile set forth on the back cover page of this Solicitation Statement for delivery before the Expiration Time pursuant to the procedures set forth herein and therein. A Consent Letter must be executed in the name appearing on the corresponding Notes, or by the person(s) authorized to sign as evidenced by proxy or in any other written manner acceptable to SABMiller. If Notes to which a Consent Letter relates are held by two or more joint holders, all such holders must sign the Consent Letter. If a signature is by a proxy, trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other holder acting in a fiduciary or representative capacity, such person should so indicate when signing and submit proper evidence satisfactory to SABMiller of such person’s authority so to act. If Notes are registered in different names, separate Consent Letters must be executed covering each form of registration.

In order to cause a Consent to be delivered with respect to Notes held through DTC, such DTC Participant must complete and sign the Consent Letter and mail or deliver it to the Information and Tabulation Agent at its address or facsimile number set forth on the back cover page of this Solicitation Statement pursuant to the procedures set forth herein and therein.

A Beneficial Owner of an interest in Notes held through a DTC Participant must properly instruct such DTC Participant to cause a Consent to be delivered in respect of such Notes on such Beneficial Owner’s behalf. Beneficial Owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish their own earlier deadline for participation in the Solicitation. Accordingly, Beneficial Owners wishing to participate in the Solicitation should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine by when such Beneficial Owner must take action in order to participate in the Solicitation.

Delivering a Consent will not affect a Holder’s right to sell or transfer the Notes but the giving of a Consent will be binding on a transferee. All Consents received by the Information and Tabulation Agent (and not revoked) on or before the Expiration Time will be effective notwithstanding a record transfer of such Notes subsequent to the Record Date, unless the Holder revokes such Consent (to the extent such revocation is permitted) by following the procedures set forth under “Revocation of Consents” below.

HOLDERS WHO WISH TO CONSENT SHOULD MAIL, HAND DELIVER, SEND BY OVERNIGHT COURIER OR FACSIMILE (CONFIRMED BY PHYSICAL DELIVERY) FOR DELIVERY ON OR PRIOR TO THE EXPIRATION TIME THEIR PROPERLY COMPLETED AND DULY EXECUTED CONSENT LETTERS TO THE INFORMATION AND TABULATION AGENT AT THE ADDRESS OR FACSIMILE NUMBER SET FORTH ON THE BACK COVER PAGE HEREOF AND ON THE CONSENT LETTER IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH HEREIN AND THEREIN.

CONSENTS SHOULD BE DELIVERED TO THE INFORMATION AND TABULATION AGENT. DELIVERY TO SABMILLER, THE SOLICITATION AGENT, THE FISCAL AGENT OR DTC DOES NOT CONSTITUTE DELIVERY TO THE INFORMATION AND TABULATION AGENT. HOWEVER, SABMILLER RESERVES THE RIGHT TO ACCEPT ANY CONSENT RECEIVED BY SABMILLER, THE SOLICITATION AGENT, THE FISCAL AGENT OR DTC.

HOLDERS SHOULD NOT TENDER OR DELIVER THEIR NOTES AT ANY TIME.

If a Consent relates to less than the aggregate principal amount of Notes that such Holder holds directly or through DTC, the Holder must list the series and principal amount of Notes that such Holder holds to which the Consent relates. If no aggregate principal amount of the Notes as to which a Consent is delivered is specified but the Consent Letter is otherwise properly completed and signed, the Holder will be deemed to have consented to the Proposed Amendments with respect to the entire aggregate principal amount of Notes as to which such Consent Letter otherwise relates.

The registered ownership of a Note as of the Record Date shall be proved by the Fiscal Agent, as registrar of the Notes. The ownership of Notes held through DTC by DTC Participants shall be established by a DTC security position listing provided by DTC as of the Record Date. All questions as to the validity, form and eligibility (including time of receipt) regarding the consent procedures will be determined by SABMiller in its sole discretion, which determination will be conclusive and binding subject only to such final review as may be prescribed by the Fiscal Agent concerning proof of execution and ownership. We reserve the right to reject any or all Consents that are not in proper form or the acceptance of which could, in our or our counsel's opinion, be unlawful. We also reserve the right, subject to such final review as the Fiscal Agent prescribes for the proof of execution and ownership, to waive any defects or irregularities in connection with deliveries of particular Consents. Unless waived, any defects or irregularities in connection with deliveries of Consents must be cured within such time as we determine. None of SABMiller or any of their affiliates, AB InBev, the Solicitation Agent, the Information and Tabulation Agent, the Fiscal Agent or any other person shall be under any duty to give any notification of any such defects or irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consents will not be deemed to have been made until any irregularities or defects therein have been cured or waived. Our interpretations of the terms and conditions of the Solicitation shall be conclusive and binding.

Revocation of Consents

Each properly completed and executed Consent Letter will be counted, notwithstanding any transfer of the Notes to which such Consent relates, unless the procedure for revocation of Consents described below has been followed.

Prior to the Effective Time, any Holder (including a person who becomes a Holder after the Record Date) may revoke any Consent given as to its Notes or any portion of such Notes (in integral multiples of \$1,000). A Holder desiring to revoke a Consent must, on or prior to the Effective Time, deliver to the Information and Tabulation Agent at the address or facsimile number set forth on the back cover of this Solicitation Statement a written revocation of such Consent containing the name of such Holder, the serial number of the Notes to which such revocation relates (or in the case of a DTC Participant such account numbers), the principal amount of Notes to which such revocation relates and the signature of such Holder.

A revocation must be executed in the name appearing on the corresponding Notes, or by the person(s) authorized to sign as evidenced by proxy or in any other written manner acceptable to SABMiller. If a revocation is signed by a proxy, trustee, partner, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must so indicate when signing and must submit with the revocation appropriate evidence of authority to execute the revocation. A revocation of a Consent will be effective only as to the Notes listed on the revocation and only if such revocation complies with the provisions of this Solicitation Statement. Only a Holder of Notes is entitled to revoke a Consent previously given by such Holder of Notes. A Beneficial Owner who is not the Holder of such Notes must arrange with the Holder to execute and deliver either to the Information and Tabulation Agent on such Beneficial Owner's behalf, or to such Beneficial Owner for forwarding to the Information and Tabulation Agent by such Beneficial Owner, a revocation of any Consent already given with respect to such Notes. A Beneficial Owner wishing to revoke a Consent previously given and who holds an interest in Notes through a DTC Participant must properly instruct such DTC Participant to cause a revocation of any such Consent to be given with respect to such Notes.

A Holder who has delivered a revocation at any time prior to the Effective Time may thereafter deliver a new Consent in accordance with procedures described in this Solicitation Statement.

Prior to the Effective Time, we intend to consult with the Information and Tabulation Agent and the Solicitation Agent to determine whether the Information and Tabulation Agent has received any revocations of Consents. We reserve the right to contest the validity of any revocation, and all questions as to the validity (including time of receipt) of any revocation will be determined by us in our sole discretion, which determination will be conclusive and binding subject only to final review as may be prescribed by the Fiscal Agent concerning proof of execution and ownership. None of SABMiller, any of their affiliates, AB InBev, the Fiscal Agent, the Solicitation Agent, the Information and Tabulation Agent or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocation nor shall any of them incur any liability for failure to give such notification.

After the Effective Time, consenting Holders of the Notes will not be entitled to revoke their Consent.

CERTAIN SIGNIFICANT CONSIDERATIONS

In deciding whether to consent to the Proposed Amendments, you should carefully consider the following, in addition to the other information contained in this Solicitation Statement.

If the Proposed Amendments sought in the Solicitation become effective, all Notes will be subject to the terms of, and bound by, the Proposed Amendments.

If the Proposed Amendments become effective, all Holders of the Notes will be bound by the Proposed Amendments, whether or not such Holder delivered a Consent or otherwise affirmatively objected to the Proposed Amendments. Non-consenting Holders, although bound by the Proposed Amendments, will not be entitled to any Consent Payment.

The Solicitation may not be completed or may be terminated or the Proposed Amendments may not become effective, and in each such occurrence, no Consent Payment will be paid.

Until the Company announces whether it has decided to accept the relevant Consents validly delivered and not validly revoked, no assurance can be given that the Solicitation in respect of the Notes will be completed. In addition, subject to applicable law and as provided in this Solicitation Statement, the Company may, in its sole discretion, extend, re-open, amend or terminate the Solicitation at any time before such announcement. Consent Payments will not be paid if the Solicitation is terminated or the Company fails to obtain the Requisite Consents.

No recommendation has been made as to whether Holders of any Notes should deliver their Consents.

The Consent Payment to be paid by the Company will have no necessary relationship to the actual value of the Notes. Holders of Notes should make an independent assessment of the terms of the Solicitation. None of the Company, AB InBev, the Solicitation Agent, the Fiscal Agent or the Information and Tabulation Agent has expressed any opinion as to whether the terms of the Solicitation are fair. None of the Company, AB InBev, the Solicitation Agent, the Fiscal Agent or the Information and Tabulation Agent makes any recommendation to deliver Consents or refrain from doing so pursuant to the terms of the Solicitation, and no one has been authorized by any of them to make any such recommendation.

Holders will have limited ability to revoke Consents.

Consents may be validly revoked at any time prior to the Effective Time, but not thereafter, unless required by applicable law. In addition, the Company may, in its sole discretion, subject to applicable law, extend, amend or terminate the Solicitation. See “The Solicitation—Revocation of Consents.”

Holders are responsible for consulting with their advisors.

Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability for themselves of the tax, accounting, financial, legal or other consequences of participating or refraining to participate in the Solicitation.

Holders are responsible for complying with the procedures of the Solicitation.

Each Holder is responsible for complying with all of the procedures for submitting or revoking a Consent. None of the Company, AB InBev, the Solicitation Agent, the Information and Tabulation Agent or the Fiscal Agent assumes any responsibility for informing the Holders of irregularities with respect to any Consent. Consents may only be revoked as provided in this Solicitation Statement.

Certain tax considerations.

For a summary of certain tax considerations related to the Solicitation and the receipt of the Consent Payment, see “Material United States Federal Income Tax Considerations” and “Certain United Kingdom Income Tax Consequences.”

SOLICITATION AGENT AND INFORMATION AND TABULATION AGENT

We have retained J.P. Morgan Securities LLC as Solicitation Agent and Global Bondholder Services Corporation (“GBSC”) as Information and Tabulation Agent in connection with the Solicitation. In its capacity as Solicitation Agent, J.P. Morgan Securities LLC may contact Holders regarding the Solicitation and may request brokers, dealers and other nominees to forward this Solicitation Statement and related materials to Beneficial Owners. GBSC will be responsible for distributing the Solicitation Documents and collecting and tabulating Consents. In addition, GBSC will act as agent for the Holders giving Consents for the purpose of receiving any Consent Payment from us and then transmitting payment to such Holders. The Solicitation Agent and the Information and Tabulation Agent will receive customary fees for such services and reimbursement from us of their reasonable out-of-pocket expenses. We have also agreed to indemnify the Solicitation Agent and the Information and Tabulation Agent against certain liabilities.

The Solicitation Agent, in the ordinary course of its business, may make markets in our securities, including the Notes. As a result, from time to time, the Solicitation Agent may own certain of our securities, including the Notes. In the ordinary course of their business, the Solicitation Agent and its affiliates have engaged, and may in the future engage, in commercial banking and/or investment banking transactions with the Company and its affiliates, including the provision of credit facilities, and/or perform financial advisory services for which they received, or will receive, customary fees and expenses.

None of the Solicitation Agent or the Information and Tabulation Agent assumes any responsibility for implementation of the Solicitation, the effectiveness of the Proposed Amendments, the accuracy or completeness of the information concerning the Company, its affiliates or the Notes contained or referred to in Solicitation Documents or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

Requests for assistance in filling out and delivering Consents may be directed to the Solicitation Agent at its address and telephone numbers set forth on the back cover of this Solicitation Statement. Requests for additional copies of this Solicitation Statement or the Consent Letter may be directed to the Information and Tabulation Agent at its address and telephone numbers set forth on the back cover of this Solicitation Statement.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a general discussion of the material U.S. federal income tax consequences to U.S. Holders (as defined below) of (i) the Proposed Amendments and (ii) receipt of the Consent Payment. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), Treasury regulations promulgated thereunder (the “Treasury Regulations”) and administrative and judicial interpretations thereof, all as in effect or proposed on the date hereof and all of which are subject to change, possibly with retroactive effect, or different interpretations. This discussion is for general information only and does not address all of the tax consequences that may be relevant to specific Beneficial Owners in light of their particular circumstances or to Beneficial Owners subject to special treatment under U.S. federal income tax laws (such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, tax-exempt entities, retirement plans, dealers in Notes, traders in Notes who elect to mark their Notes to market, brokers, expatriates, partnerships, other pass-through entities, persons who hold their Notes as part of a straddle, hedge, conversion transaction or other integrated investment, persons who purchase or sell the Notes as part of a wash sale for tax purposes, persons whose functional currency is not the U.S. dollar or persons subject to the alternative minimum tax). This discussion does not address any U.S. state and local or non-U.S. tax consequences or non-income tax consequences (such as estate or gift tax consequences). This discussion also applies only to Notes that are held as “capital assets” (generally, property held for investment). Each U.S. Holder should consult its tax advisor with respect to the U.S. federal, state, local and non-U.S. tax consequences of the Solicitation, the Consent Payment and the Proposed Amendments.

As used in this discussion, the term “*U.S. Holder*” means a beneficial owner of a Security that is, for U.S. federal income tax purposes, one of the following:

- (i) a citizen or resident of the United States;
- (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- (iii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof; or
- (iv) a trust if a United States court can exercise primary supervision over the trust’s administration and one or more United States persons are authorized to control all substantial decisions of the trust.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) is a Beneficial Owner, the treatment of a partner in the partnership will generally depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Notes and the partners therein should consult their tax advisors regarding the tax consequences to them of the Proposed Amendments and receipt of the Consent Payment.

The U.S. federal income tax consequences to a U.S. Holder of Notes as a result of the Solicitation, the Consent Payment and the Proposed Amendments are not entirely clear. No ruling has been or will be sought from the U.S. Internal Revenue Service (“IRS”) regarding the matters discussed below and there can therefore be no assurance that the IRS will not assert contrary positions to those described below or adopted by the Company. U.S. Holders should consult their own tax advisors concerning the U.S. federal income and other state, local and foreign tax consequences of the Solicitation, the Consent Payment and the Proposed Amendments in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

THIS DISCUSSION IS NOT INTENDED AS LEGAL ADVICE. BENEFICIAL OWNERS OF NOTES ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM RELATING TO THE CONSENT SOLICITATION STATEMENT, INCLUDING THE APPLICABILITY OF U.S. FEDERAL, STATE OR LOCAL TAX LAWS OR NON-U.S. OR NON-INCOME TAX LAWS, ANY CHANGES IN APPLICABLE TAX LAWS AND ANY PENDING OR PROPOSED LEGISLATION OR REGULATIONS.

Tax Treatment of the Solicitation

The U.S. federal income tax treatment of the Proposed Amendments or receipt of the Consent Payment will depend on whether the Proposed Amendments and receipt of the Consent Payment result in a deemed exchange of the Notes for U.S. federal income tax purposes, in which case, a U.S. Holder of the Notes will be deemed to have exchanged its “old” Notes (the “*Existing Notes*”) for new Notes of the same series (the “*New Notes*”).

A deemed exchange for U.S. federal income tax purposes will occur if the Proposed Amendments (or in the case of consenting U.S. Holders, the receipt of the Consent Payment) result in a “significant modification” of the Notes. Generally, governing Treasury regulations provide that the modification of a debt instrument is a significant modification if, based on all the facts and circumstances (other than those which are subject to special rules), the legal rights or obligations that are altered and the degree to which they are altered are “economically significant.” The Treasury regulations also provide that a change in the yield of a debt instrument is a significant modification if the yield of the modified instrument (determined by taking into account any payments made by the issuer to the holder as consideration for a modification, such as the Consent Payment) varies from the yield on the unmodified instrument (determined as of the date of the modification) by more than the greater of 25 basis points or 5 percent of the annual yield of the unmodified instrument.

Although the matter is not free from doubt, SABMiller believes that the adoption of the Proposed Amendments should not be considered to be economically significant. In addition, SABMiller has determined that the payment of the Consent Payment will not change the annual yield on the Notes by an amount that is sufficient to cause a significant modification of the Notes. Accordingly, SABMiller believes that the adoption of the Proposed Amendments and the payment of the Consent Payment should not be treated as a significant modification of the Notes and, therefore should not result in a deemed exchange of the Notes for U.S. federal income tax purposes. If the adoption of the Proposed Amendments is so treated, a U.S. Holder should not recognize any gain or loss with respect to the Notes and should continue to have the same adjusted tax basis and holding period with respect to the Notes as such U.S. Holder had immediately before the adoption of the Proposed Amendments.

If, contrary to the position adopted by the Company, a deemed exchange occurs then, subject to the discussion regarding “recapitalizations” below, a U.S. Holder generally would recognize taxable gain or loss equal to the difference between the amount realized and the U.S. Holder’s tax basis in the Note. Gain or loss, if any, would generally be U.S.-source gain or loss. Subject to the discussion of market discount below, the gain or loss would be capital gain or loss and would be long-term capital gain or loss if the Note has been held for more than one year. The deductibility of capital losses is subject to limitations. For these purposes, the amount realized will be the “issue price” of the New Note that is treated as issued in the deemed exchange plus any cash consideration received but does not include any amount attributable to accrued interest, which will be taxed as ordinary income. The issue price of the New Notes would depend on whether the New Notes or the Existing Notes are “publicly traded” within the meaning of applicable Regulations. If the New Notes are (or if the New Notes are not, but the Existing Notes are) publicly traded for this purpose, which we expect would be the case, the issue price of the New Notes would be the fair market value of the New Notes (or Existing Notes) on the date of the exchange. If neither the New Notes nor the Existing Notes are publicly traded, however, the issue price of the New Notes will equal their principal amount. The Company expects, and the rest of this discussion assumes that in the event a deemed exchange were to occur, the New Notes would not be issued with original issue discount for U.S. federal income tax purposes. Whether all or a portion of the Consent Payment will be treated as additional cash consideration in the deemed exchange is discussed below under “—Receipt of the Consent Payment.”

If, contrary to the position adopted by the Company, a deemed exchange occurs then, in the case of a U.S. Holder that acquired an Existing Note at a market discount (generally the excess of the principal amount of such Existing Note over such U.S. Holder’s initial tax basis in such Existing Note, if such excess exceeds a statutory de minimis amount), any gain recognized on the deemed exchange generally will be treated as ordinary income to the extent of accrued market discount that was not previously included in income. If the deemed exchange qualifies as a recapitalization (as described below), any accrued market discount not recognized on the exchange generally will carry over to the New Notes. If a U.S. Holder acquired the Existing Notes at a market discount and the exchange of Existing Notes for New Notes is treated as a recapitalization, such Holder may also be treated as having market discount on the New Notes to the extent the adjusted tax basis in the New Notes is less than their issue price by more than a de minimis amount.

In such a deemed exchange, any gain or loss recognized as described above will generally be treated as U.S. source. The accrued and unpaid interest under the Existing Notes and any market discount on the Existing Notes, to the extent recognized, will generally constitute foreign source income and generally will be considered “passive category income” or, in the case of certain U.S. Holders, “general category income” in computing foreign tax credits.

Notwithstanding the foregoing discussion, if any such deemed exchange is treated as a recapitalization, then a U.S. Holder would not recognize gain on the exchange, except to the extent of the Consent Payment. If the exchange is a recapitalization, a U.S. Holder would not be permitted to recognize a loss.

In general, to qualify as a recapitalization, the Existing Notes and the New Notes must be treated as a “security” for U.S. federal income tax purposes. The features of the Notes that would cause them to be considered a “security” is not entirely clear under current U.S. federal income tax law. Whether a debt instrument is a security is determined based on all the facts, including the term of the debt instrument. Generally, corporate debt instruments with maturities when issued of ten years or more are considered securities. The Existing Notes had a term of thirty years at issuance and the New Notes would have a term of more than ten years. Therefore, we believe a U.S. Holder could reasonably treat the Notes as a security for U.S. federal income tax purposes. However, there can be no assurance that any deemed exchange of the Notes would qualify as a recapitalization and that U.S. Holders would not recognize taxable gain or loss in connection with the Proposed Amendments or receipt of the Consent Payment.

U.S. Holders are urged to consult their tax advisors regarding whether the adoption of the Proposed Amendments or receipt of the Consent Payment result in a deemed exchange and the U.S. federal income tax consequences of any such deemed exchange.

Receipt of the Consent Payment

The tax consequences of a U.S. Holder’s receipt of the Consent Payment are not entirely clear. SABMiller intends to treat the Consent Payment first as a payment of accrued interest, to the extent of any accrued and unpaid interest on the Notes, and second as payment of principal on the Notes, which will reduce such U.S. Holder’s adjusted tax basis in the Notes to the extent thereof (which would in effect increase capital gain or decrease capital loss upon sale or at maturity of the Notes). However, it is possible that the Consent Payment will be treated as a separate fee paid to consenting Holders, in which case the Consent Payment will be treated as ordinary income. U.S. Holders should consult their own tax advisors regarding the U.S. federal income tax consequences of the receipt of the Consent Payment.

Medicare Tax on Net Investment Income

Certain U.S. Holders that are individuals, trusts, or estates are required to pay a 3.8% tax on the lesser of (1) the U.S. Holder’s “net investment income” for the taxable year, including interest and gain from the sale of certain debt instruments, which is not derived in the ordinary course of business, and (2) the excess of the U.S. Holder’s modified adjusted gross income for the taxable year over a certain threshold. A U.S. Holder’s net investment income will generally include any income or gain recognized by such holder with respect to the Existing Notes, unless such income or gain is derived in the ordinary course of the conduct of such holder’s trade or business (other than a trade or business that consists of certain passive or trading activities). Interest and capital gain, if any, realized in connection with the Solicitation would be subject to such tax. As discussed above, it is unclear whether the Consent Payment will be treated as additional payment on the Existing Notes, includible in a U.S. Holder’s “net investment income”, or as a separate fee, includible in the U.S. Holder’s adjusted gross income. If the Consent Payment is treated as additional payment on the Existing Notes, such payment would also be subject to such tax. If the Consent Payment is treated instead as a separate fee, a U.S. Holder’s own circumstances will determine whether the holder will be required to pay such tax. Because of the complexities and uncertainties in this area, U.S. Holders are urged to consult their own tax advisors regarding the application of this tax to their particular circumstances.

Backup Withholding and Information Reporting

In general, information reporting requirements may apply to the payment of the Consent Payment to U.S. Holders other than certain exempt recipients (such as corporations). The Consent Payment may also be subject to backup withholding unless the U.S. Holder (i) is a corporation or other exempt recipient and, when required, establishes this exemption or (ii) provides its correct taxpayer identification, certifies that it is not currently subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. In general, a U.S. Holder can satisfy these certification requirements by completing and submitting IRS Form W-9.

The backup withholding tax rate is currently 28 percent. Backup withholding is not an additional tax. U.S. Holders generally will be entitled to credit any amounts withheld under the backup withholding rules against their U.S. federal income tax liability or a refund of the amounts withheld provided the required information is furnished to the IRS in a timely manner.

CERTAIN UNITED KINGDOM TAX CONSEQUENCES

The following is a general description of certain UK tax consequences relating to the Solicitation and Consent Payment pursuant to the terms of this Solicitation Statement and is based on current UK tax law and HM Revenue & Customs published practice, both of which may be subject to change, possibly with retrospective effect. It does not purport to be a complete analysis of all UK tax considerations relating to the Solicitation or Consent Payment, relates only to persons who are the absolute Beneficial Owners and who hold Notes as a capital investment, and does not deal with certain classes of persons (such as brokers or dealers in securities and persons connected with the Company), to whom special rules may apply. If you are subject to tax in any jurisdiction other than the United Kingdom or if you are in any doubt as to your tax position, you should consult an appropriate professional adviser.

Withholding tax

The Consent Payment should not be subject to any withholding or deduction on account of UK income tax.

Further UK tax issues

Amounts payable to Beneficial Owners in consequence of the Solicitation, including the Consent Payment, may be subject to UK tax by way of assessment (including self-assessment) even where paid without withholding or deduction.

UK corporation tax payers

In general, Beneficial Owners which are within the charge to UK corporation tax will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Notes in consequence of the Solicitation (whether attributable to the Consent Payment or otherwise) broadly in accordance with their statutory accounting treatment.

Other UK tax payers

Where individual Beneficial Owners who are resident in the United Kingdom, or who carry on a trade, profession or vocation in the United Kingdom through a branch or agency to which those Notes are attributable, deliver their Consent in consequence of the Solicitation, the Consent Payments are likely to be treated as capital sums derived from the relevant Notes for the purposes of UK capital gains tax giving rise to a partial disposal of the relevant Notes for these purposes, and the following discussions proceed on this basis. Beneficial Owners who are subject to UK capital gains tax may accordingly, and depending on their particular circumstances, incur a liability to capital gains tax by reference to the amount of the Consent Payment received by each of them.

However, where the amount of the Consent Payment is “small”, as compared with the value of the Notes held by the relevant Beneficial Owner, it is expected in practice that such a Beneficial Owner may generally elect that receipt of the relevant capital sum is not treated as giving rise to a chargeable gain. If the election is made the amount of the Consent Payment received would instead be deducted from the base cost otherwise attributable to the relevant Notes for the purposes of UK capital gains tax (and therefore may give rise to or increase a chargeable gain on a subsequent disposal of those Notes). Current HM Revenue & Customs practice is to regard a capital sum such as the Consent Payment as “small” for these purposes if it is either: (i) 5 per cent. or less of the value of the Notes held by the relevant Beneficial Owner; or (ii) £3,000 or less, regardless of whether the 5 per cent. test is also satisfied.

The implementation of the Proposed Amendments would not be expected to give rise to a deemed disposal of the Notes held by an individual Beneficial Owner or otherwise affect their UK tax position in relation to the Notes.

Beneficial Owners are advised to consult their own professional advisers in relation to the Solicitation and Consent Payment.

Stamp duty and stamp duty reserve tax (“SDRT”)

No UK stamp duty or SDRT is payable in consequence of the Solicitation.

CONTACT INFORMATION

In order to give a Consent, a Holder should mail, hand deliver, send by overnight courier or facsimile (confirmed by physical delivery) a properly completed and duly executed Consent Letter, and any other required documents, to the Information and Tabulation Agent at its address set forth below for delivery before the Expiration Time. Any questions or requests for assistance or for additional copies of this Solicitation Statement or related documents may be directed to the Information and Tabulation Agent at one of its telephone numbers set forth below.

The Information and Tabulation Agent for the Solicitation is:

Global Bondholder Services Corporation

Facsimile Transmissions:

(212) 430-3775/3779

***To Confirm by Telephone or for
Information Call:***

(212) 430-3774

Call Toll-Free: (866) 924-2200

***By Registered or Certified Mail, Hand or Overnight
Delivery:***

Global Bondholder Services Corporation
65 Broadway – Suite 404
New York, New York 10006
Attn.: Corporate Actions

E-mail Correspondence:

contact@gbsc-usa.com

Any questions or requests for assistance may be directed to the Solicitation Agent at the address and telephone numbers set forth below. You may also contact your broker, dealer, commercial bank or trust company or nominee for assistance concerning the Solicitation.

The Solicitation Agent for the Solicitation is:

J.P. Morgan

Liability Management Group
383 Madison Avenue
New York, New York 10179

Call Toll-Free (866) 834-4666

Call Collect (212) 834-8395