

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.

Please print or typewrite name and address including postal zip code of assignee

☐ principal amount of this Note and all rights hereunder, hereby irrevocably constituting and appointing

as attorney to transfer such principal amount of this Note in the register maintained on behalf of B.A.T. International Finance p.l.c. (the "**Issuer**") with full power of substitution.

All terms used herein which are defined in the Fiscal and Paying Agency Agreement, dated June 15, 2015 between the Issuer, British American Tobacco p.l.c. (the "**Parent Guarantor**"), British American Tobacco Holdings (The Netherlands) B.V. and B.A.T. Netherlands Finance B.V., (the "**Dutch Guarantors**") and, together with the Parent Guarantor, the "**Guarantors**") and Citibank, N.A., London Branch (in its various capacities, the "**Fiscal Agent**", "**Paying Agent**", "**Transfer Agent**" and "**Registrar**"), relating to Notes of this maturity, shall have the meanings assigned to them in such Fiscal and Paying Agency Agreement.

In connection with any transfer of this Note occurring prior to the date which is one year after the later of June 15, 2015 (or such other period as shall constitute the required holding period pursuant to Rule 144 of the Securities Act) and the last date, if any, that this Note (or any predecessor Note) was owned by the Issuer, the Guarantors or an affiliate of the Issuer or the Guarantors, the undersigned confirms that without utilizing any general solicitation or general advertising:

[check one]

☐ (a) this Note is being transferred to the Issuer, the Guarantors or an affiliate thereof and such transferee shall make the appropriate notification to the Fiscal Agent pursuant to Section 13 of the Fiscal and Paying Agency Agreement.

or

☐ (b) this Note is being transferred pursuant to an effective registration statement under the Securities Act.

or

☐ (c) this Note is being transferred within the United States to a QIB in compliance with Rule 144A.

or

☐ (d) this Note is being transferred to a person other than a non-U.S. person outside the United States in compliance with Rule 904 under the Securities Act.

or

☐ (e) this Note is being transferred pursuant to any other available exemption from the registration requirements of the Securities Act.

In addition, the undersigned will provide the Issuer, the Guarantors and any Transfer Agent such certifications, legal opinions and other information, if any, as they may reasonably require to confirm that the proposed transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

If none of the foregoing boxes is checked, the Registrar shall not be obligated to register this Note in the name of any person other than the registered holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 6(b) of the Fiscal and Paying Agency Agreement shall have been satisfied.

Date: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatever.