

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 6, 2009

**CONSTELLATION BRANDS, INC.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation)

001-

08495

(Commission  
File Number)

16-

0716709

(IRS Employer  
Identification No.)

207 High Point Drive, Building 100, Victor, NY 14564

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (585) 678-7100

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**(e) Compensatory Arrangements of Certain Officers.**

At a meeting held on April 6, 2009, the Human Resources Committee (the “Committee”) of the Board of Directors (the “Board”) of Constellation Brands, Inc. (the “Company”) took the following actions with regard to certain compensatory arrangements for certain of the Company’s senior management personnel, including its Executive Officers.

Approval of Fiscal 2010 Base Salaries

The Committee set annual base salaries, for the fiscal year ending February 28, 2010 (“Fiscal 2010”), for the Company’s Executive Officers. The following table sets forth the annual base salary levels for Fiscal 2010 of those Executive Officers identified below:

<b>Name and Position</b>	<b>Fiscal 2010 Base Salary</b>
Richard Sands, Chairman of the Board	\$1,136,329
Robert Sands, President and Chief Executive Officer	\$1,103,130
Robert Ryder, Executive Vice President and Chief Financial Officer	\$541,008
Jose F. Fernandez, Chief Executive Officer, Constellation Wines North America	\$682,890
Jon Moramarco, Chief Executive Officer, Constellation International	\$546,312

Stock Option Awards

The Committee granted options to purchase shares of the Company’s Class 1 Common Stock under the Company’s Long-Term Stock Incentive Plan (the “Stock Plan”) to certain of the Company’s management personnel, including its Executive Officers, subject to the Terms and Conditions Memorandum with respect to the Company’s Amended and Restated Long-Term Stock Incentive Plan, the form of which is attached hereto as Exhibit 99.1 and incorporated herein by reference. The following table sets forth information regarding grants to those Executive Officers identified below:

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<b>Name</b>	<b>Number of Stock Options <sup>(1)</sup></b>	<b>Exercise Price Per Share <sup>(2)</sup></b>
Richard Sands	719,200	\$ 11.85
Robert Sands	698,190	\$ 11.85
Robert Ryder	239,690	\$ 11.85
Jose F. Fernandez	302,550	\$ 11.85
Jon Moramarco	242,040	\$ 11.85

(1) Each of the options granted has a 10-year term, subject to earlier termination upon the occurrence of certain events related to termination of employment. One-fourth of the options become exercisable on each of the following anniversary dates: April 6, 2010, April 6, 2011, April 6, 2012 and April 6, 2013 provided that the option holder remains employed on that date. Under the terms of the Stock Plan, options become fully exercisable immediately in the event of a change in control.

(2) The exercise price is equal to the closing price of the Class A Common Stock (into which, in certain limited circumstances, shares of Class 1 stock is convertible on a one-for-one basis) on the New York Stock Exchange on April 6, 2009.

#### Restricted Stock Awards

The Committee awarded shares of the Company's Class A Common Stock under the Stock Plan to certain of the Company's management personnel, including its Executive Officers, subject to the provisions of Restricted Stock Award Agreements, the form of which is attached hereto as Exhibit 99.2 and incorporated herein by reference. On April 6, 2009, which was the date of the restricted stock awards, the closing price of the Company's Class A Common Stock was \$11.85 per share. The following table sets forth information regarding awards to those Executive Officers identified below:

<b>Name</b>	<b>Number of Shares <sup>(1)</sup></b>
Richard Sands	95,900
Robert Sands	93,100
Robert Ryder	27,400
Jose F. Fernandez	34,580
Jon Moramarco	27,670

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(1) Unvested shares under each of the awards are subject to forfeiture upon the occurrence of certain events related to termination of employment. One-fourth of the awarded shares vest on each of the following dates: May 1, 2010, May 1, 2011, May 1, 2012 and May 1, 2013 provided that the recipient of the award remains employed on that date. The awards can vest at an earlier date upon the death or Disability (as that term is defined in the Stock Plan) of the recipient of the award. Under the terms of the Stock Plan, awards become fully vested in the event of a change in control.

*Adoption of Amendment Number 1 to the Company's Annual Management Incentive Plan*

On April 6, 2009, the Committee approved Amendment Number 1 to the Company's Annual Management Incentive Plan, as amended and restated July 26, 2007 (the "Amendment"). The Amendment is effective as of April 6, 2009. The Amendment modifies the Annual Management Incentive Plan (the "Plan") as follows:

- (1) reserves to the Committee the unilateral right to reduce or eliminate the amount of a Bonus (as that term is defined in the Plan) that is to be paid to a Participating Executive (as that term is defined in the Plan) who is designated as a "covered employee" upon the attainment of a performance target;
- (2) clarifies the time period during which a bonus shall be paid; and
- (3) clarifies the authority of the Committee to establish such rules as it deems necessary or appropriate to apply when a participating executive dies or terminates employment.

A copy of the Amendment as approved by the Committee is filed as Exhibit 99.3 hereto and incorporated herein by reference.

*Criteria for 2010 Fiscal Year Incentive Award*

The Committee adopted the 2010 Fiscal Year Award Program for Executive Officers (the "2010 Program for Executive Officers"), thereby establishing the performance criteria and bonus opportunity under the Company's Annual Management Incentive Plan, as amended by the Amendment, (the "Amended AMIP") for the Company's fiscal year ending February 28, 2010. Pursuant to the 2010 Program for Executive Officers, potential incentive awards for the Company's 2010 fiscal year, if any, will equal 0.5% of the Company's "Earnings Before Interest and Taxes" for each of Richard Sands and Robert Sands and 0.25% of "Earnings Before Interest and Taxes" for each other executive officer, all as calculated under the Amended AMIP and the 2010 Program for Executive Officers and measured for the period from March 1, 2009 through February 28, 2010. The Committee reserves the right to exercise its negative discretion at the end of the Company's Fiscal 2010 Year to reduce the amounts calculated in the preceding sentence to a bonus payment for each of our executive officers that it believes to be appropriate based on the Company's performance.

*Action with respect to Employment and Consulting Arrangements for Alexander L. Berk*

On April 6, 2009, the Committee approved an agreement among Alexander L. Berk, the Company and Constellation Services LLC regarding Mr. Berk's retirement from the Company and its affiliates on May 31, 2009 (the "Agreement"). The Company, Constellation Services LLC (successor

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by merger to Barton Incorporated) and Mr. Berk executed the Agreement effective April 7, 2009. The Agreement provides that (1) Mr. Berk shall receive a transaction bonus of \$260,584 in connection with services he provided in connection with the recent sale of the Company's value spirits business (the "Sale") and (2) in connection with and subject to Mr. Berk's retirement on May 31, 2009, (a) Mr. Berk shall fully vest in all of his unvested options and his vested options may be exercised until the earlier of (i) February 28, 2011 or (ii) the expiration date of the option and (b) Mr. Berk shall receive the post-employment benefits as set forth in the Executive Employment Agreement dated May 21, 2008 among Mr. Berk, Constellation Brands, Inc. and Constellation Services LLC (successor by merger to Barton Incorporated) as clarified in the Agreement.

Also on April 6, 2009, the Committee approved a consultant agreement between Mr. Berk and the Company regarding consultation services to be provided by Mr. Berk for up to one year following his departure as an employee (the "Consultant Agreement"). The Company and Mr. Berk executed the Consultant Agreement effective April 7, 2009. The Consultant Agreement is intended to secure Mr. Berk's services to assist in transition matters associated with the Sale, as well as provide a mechanism to facilitate continuity with respect to the Company's involvement in Crown Imports, LLC, its joint venture with Grupo Modelo. The Consultant Agreement is intended to provide Mr. Berk with compensation of \$20,833.33 per month during the term of the agreement.

The descriptions above of the Agreement and the Consultant Agreement are a summary and are qualified in their entirety by the forms of agreement filed herewith as Exhibits 99.4 and 99.5, both of which Exhibits 99.4 and 99.5 are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

On April 9, 2009, the Company issued a news release, a copy of which is furnished herewith as Exhibit 99.6 and is incorporated herein by reference, providing information regarding Alexander L. Berk's role with the Company.

References to Constellation's website in the release do not incorporate by reference the information on such website into this Current Report on Form 8-K and Constellation disclaims any such incorporation by reference. The information in the news release attached as Exhibit 99.6 is incorporated by reference into this Item 7.01 in satisfaction of the public disclosure requirements of Regulation FD. This information is "furnished" and not "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, and is not otherwise subject to the liabilities of that section. It may be incorporated by reference in another filing under the Securities Exchange Act of 1934 or the Securities Act of 1933 only if and to the extent such subsequent filing specifically references the information incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

- (a) Financial statements of businesses acquired.

Not applicable.

- (b) Pro forma financial information.

Not applicable.

- (c) Shell company transactions.
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Not applicable.

(d) Exhibits.

The following exhibits are furnished as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Form of Terms and Conditions Memorandum with respect to the Company's Amended and Restated Long-Term Stock Incentive Plan.
99.2	Form of Employee Restricted Stock Award Agreement with respect to the Company's Amended and Restated Long-Term Stock Incentive Plan.
99.3	Amendment Number 1, dated April 6, 2009, to the Company's Annual Management Incentive Plan, as amended and restated July 26, 2007.
99.4	Agreement dated April 7, 2009 among Constellation Brands, Inc., Constellation Services LLC (successor by merger to Barton Incorporated) and Alexander L. Berk.
99.5	Consultant Agreement dated April 7, 2009 between Constellation Brands, Inc. and Alexander L. Berk.
99.6	News Release of Constellation Brands, Inc. dated April 9, 2009.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 9, 2009

CONSTELLATION BRANDS, INC.

By: /s/ Robert Ryder  
Robert Ryder  
Executive Vice President and  
Chief Financial Officer

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## INDEX TO EXHIBITS

Exhibit No.	Description
(1)	UNDERWRITING AGREEMENT  Not Applicable.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION  Not Applicable.
(3)	ARTICLES OF INCORPORATION AND BYLAWS  Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES  Not Applicable.
(7)	CORRESPONDENCE FROM AN INDEPENDENT ACCOUNTANT REGARDING NON-RELIANCE ON A PREVIOUSLY ISSUED AUDIT REPORT OR COMPLETED INTERIM REVIEW  Not Applicable.
(14)	CODE OF ETHICS  Not Applicable.
(16)	LETTER RE CHANGE IN CERTIFYING ACCOUNTANT  Not Applicable.
(17)	CORRESPONDENCE ON DEPARTURE OF DIRECTOR  Not Applicable.
(20)	OTHER DOCUMENTS OR STATEMENTS TO SECURITY HOLDERS  Not Applicable.
(23)	CONSENTS OF EXPERTS AND COUNSEL  Not Applicable.
(24)	POWER OF ATTORNEY  Not Applicable.

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(99) ADDITIONAL EXHIBITS

- (99.1) Form of Terms and Conditions Memorandum with respect to the Company's Amended and Restated Long-Term Stock Incentive Plan.
- (99.2) Form of Employee Restricted Stock Award Agreement with respect to the Company's Amended and Restated Long-Term Stock Incentive Plan.
- (99.3) Amendment Number 1, dated April 6, 2009, to the Company's Annual Management Incentive Plan, as amended and restated July 26, 2007.
- (99.4) Amendment dated April 7, 2009 to the Executive Employment Agreement dated May 21, 2008 between Constellation Brands, Inc., Constellation Services LLC (successor by merger to Barton Incorporated) and Alexander L. Berk.
- (99.5) Consultant Agreement dated April 7, 2009 between Constellation Brands, Inc., Constellation Services LLC and Alexander L. Berk.
- (99.6) News Release of Constellation Brands, Inc. dated April 9, 2009.

(100) XBRL-RELATED DOCUMENTS

Not Applicable.

[LOGO]  
Constellation

## MEMORANDUM

**TERMS AND CONDITIONS OF STOCK OPTIONS – U.S.  
CLASS 1 COMMON STOCK**

[Date of Grant]

The CONSTELLATION BRANDS, INC. Long-Term Stock Incentive Plan, as amended from time to time (the “Plan”), enables Constellation Brands, Inc. (the “Company”) to grant stock options to purchase Class 1 Common Stock, par value \$.01 per share, of the Company (a “Share” or the “Shares”) to employees and non-employee directors of the Company or any of its Subsidiaries (as defined in the Plan) (each, when granted a stock option, a “Participant”). The stock options represented by this Memorandum and the accompanying award letter (respectively, the “Options” and the Memorandum and accompanying award letter, together, the “Agreement”) are subject to all of the terms and conditions contained in the Agreement.

1. Term of Options. The Options hereby granted on \_\_\_\_\_, 2009 (the “Date of Grant”) to purchase up to that number of Shares as communicated to Participant will terminate and expire, to the extent not previously exercised, at 5:00 p.m. Eastern Time on \_\_\_\_\_, 2019, or such earlier date upon which the Options, or portion thereof, terminate or expire pursuant to the terms of the Plan (the “Expiration Date”).
  2. Exercise of Options.
    - (a) The Options may be exercised, in whole or in part at any time prior to the Expiration Date or an earlier termination, according to the percentages and exercise dates set forth in the following vesting schedule: 25% of the shares subject to the Options (the “Option Shares”) shall become exercisable on \_\_\_\_\_, 2010; an additional 25% of the Option Shares shall become exercisable on \_\_\_\_\_, 2011; an additional 25% of the Option Shares shall become exercisable on \_\_\_\_\_, 2012; and the remaining balance of the Option Shares shall become exercisable on \_\_\_\_\_, 2013. No Options may be exercisable after the Expiration Date.
    - (b) The Participant can exercise Options by complying with the provisions of the Plan and by following instructions provided in materials distributed by the Company. The exercise price, \$ \_\_\_\_ per share (the “Exercise Price”), for the number of Option Shares being purchased and any related withholding tax obligations may be paid by the Participant by (i) delivery of cash, money order or a certified or cashier’s check; (ii) tendering previously acquired Shares or shares of Class A Common Stock, par value \$.01 per share, of the Company (“Class A Shares”), as provided for in the Plan; (iii) delivery of a conversion notice or other conversion instructions acceptable to the
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Company irrevocably electing to convert a sufficient number of Shares received under the Option into Class A Shares (“Conversion Shares”) together with delivery of irrevocable instructions to a broker or other agent acceptable to the Company to promptly sell the Conversion Shares received and to deliver to the Company the appropriate amount of proceeds; and/or (iv) any other payment method that is established by the Company (which payment method may be restricted or eliminated from time to time by the Company, in its sole discretion).

- (c) The Company or the Participant’s Employer (as defined in Section 3 below) will, without transfer or issue tax to the Participant, issue and cause to be delivered to the Participant the number of Option Shares purchased as soon as reasonably practicable after the Participant has appropriately exercised any Options. The Company is not required to issue Shares to the Participant until all obligations to withhold taxes have been resolved to the satisfaction of the Company or the Employer.

3. Termination of Relationship.

- (a) Acceleration upon Termination of Relationship. Subject to Section 3(c)(iii) below, if a Participant ceases to be employed by the Company or its Subsidiaries (the “Employer”) for reasons of Retirement (as defined in the Plan), Disability (as defined in the Plan) or death, all the unvested Option Shares shall become immediately vested and exercisable on the date of Retirement, date of Disability or date of death.
- (b) Duration of Exercise Following Termination of Relationship. Subject to Section 3(c) below, Options which have vested prior to the date that the Participant ceases to be employed by the Company or its Subsidiaries may be exercised as follows:
  - (i) within ninety (90) days after the date on which the Participant ceases to be employed by the Company or its Subsidiaries (the “Termination Date”), except as otherwise provided in Subsections 3(b)(ii), (iii) and (iv) below;
  - (ii) if the Participant ceases to be employed by the Company or its Subsidiaries as a result of the Participant’s Retirement, within one (1) year after the date of Retirement;
  - (iii) if the Participant ceases to be employed by the Company or its Subsidiaries as a result of a Disability, within one (1) year after the date of Disability; or
  - (iv) if the Participant ceases to be employed by the Company or its Subsidiaries as a result of death, within one (1) year after the date of death by the Participant’s designated beneficiary, legal representative or permitted transferee.
- (c) Limitations on Exercise Following Termination of Relationship.
  - (i) The time periods set forth in Section 3(b) above are subject to the restriction that Options may not be exercised after their Expiration Date.
  - (ii) The time periods set forth in Section 3(b) are also subject to the restriction that no Option may be exercised by any person if the Participant (A) is, or at any

time after the date of grant has been, in competition with the Company or its affiliates, or (B) has been terminated by the Company or its Subsidiaries for Cause, as defined in the Plan.

- (iii) Except as otherwise provided by the Committee administering the Plan or by an employment agreement between the Participant and the Company or its Subsidiaries, (A) the only Options that may be exercised after the Termination Date, date of Retirement, date of Disability or date of death (as applicable, the "Event Date") are those Options that were exercisable by the Participant on the Event Date; and (B) any Options which are not exercisable on the Event Date will automatically terminate on the Event Date.
- (iv) Any Options which are exercisable on the Event Date, but which are not exercised within the applicable period specified in Section 3(b) above, will automatically terminate at the end of that applicable period.
- (v) The Participant ceases to be employed with the Company or its Subsidiaries on the later of (A) the date that is the last day of any statutory notice of termination period applicable to the Participant pursuant to applicable employment standards legislation, and (B) the date that is designated by the Company or any Subsidiary as the last day of the Participant's employment with the Company or any Subsidiary, and the date that the Participant ceases to be employed by the Company or its Subsidiaries specifically does not mean the date on which any period of reasonable notice that the Company or any Subsidiary may be required at law to provide to the Participant expires.
- (vi) Unless otherwise determined by the Committee, an authorized leave of absence pursuant to a written agreement or other leave entitling the Participant to reemployment in a comparable position by law or Rule shall not constitute a termination of employment for purposes of the Plan unless the Participant does not return at or before the end of the authorized leave or within the period for which re-employment is guaranteed by law or Rule.

4. Type of Options. The Options are nonqualified stock options granted pursuant to Section 5 of the Plan.

5. No Transfer of Options. Unless transferability is authorized by the Option grant or otherwise permitted by the Committee, Options are not transferable by the Participant other than (a) by will or the laws of descent and distribution, or (b) pursuant to a domestic relations order. Because of laws affecting the transferability of the Option Shares, the Participant should understand the securities laws and other implications of any transfer of Options. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void and without effect.

6. Adjustments for Certain Events. The number and kind of unexercised Options and the Exercise Price of such Options are subject to adjustment in the event that certain transactions are taken by the Company which affect the Company's capital stock.

7. Address for Notices. All notices to the Company shall be in writing and sent to the Company's General Counsel at the Company's corporate headquarters. Notices to the Participant shall be addressed to the Participant at the address as from time to time reflected in the Company's employment records as the Participant's address.
8. Transferability of Shares. Following exercise of the Option and issuance of Shares, in the event the Company permits Participant to arrange for sale of Shares through a broker or another designated agent of the Company, the Participant acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Participant, in each case if the Participant is not then permitted under the Company's insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Participant to sell or transfer Shares is restricted, then the Company may place a restrictive legend or stop transfer notation on any certificate that may be issued to represent such Shares or on its books with respect to such Shares. If a legend or stop transfer notation is placed on any certificate or the Company's books with respect to the Participant's Shares, the Participant may only sell such Shares in compliance with such legend or notation.
9. Binding Agreement. Subject to the limitation on the transferability of this Award contained herein, the Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
10. Plan Governs. The Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of the Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.
11. Governing Law. The Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws.
12. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of the Agreement.
13. Severability. In the event that any provision in the Agreement, shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of the Agreement.
14. Modifications to the Agreement. The Agreement constitutes the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not executing the Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to the Agreement can be made only in an express written contract executed by a duly authorized officer of the Company.
15. Amendment, Suspension or Termination of the Plan. By accepting this Award, the Participant expressly warrants that he or she has received a right to an equity based award under the Plan, and has received, read, and understood a description of the Plan. The Participant understands that the Plan is discretionary in nature and may be modified, suspended, or terminated by the Company at any time.

16. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a stockholder of the Company in respect of any Options (whether vested or unvested) unless and until such Options are exercised and the corresponding Shares are issued. After such issuance, the Participant shall have the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, if any.
17. Applicable Times and Dates. All references to times and dates in the Plan and in documents relating to the Plan refer, respectively, to Eastern Standard Time (or Eastern Daylight Savings Time, as appropriate) in the United States of America and to dates in New York State based on such Eastern Standard Time (or Eastern Daylight Savings Time, as appropriate).
18. Responsibility for Taxes. Regardless of any action the Company or any of its Subsidiaries takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or any of its Subsidiaries. The Participant further acknowledges that the Company and/or its Subsidiaries (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the Options, including, but not limited to, the grant, vesting or exercise of the Options, the issuance of Shares upon exercise of the Options, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Participant acknowledges that Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
19. Withholding. The Participant agrees as a condition of his or her participation in the Plan to make arrangements satisfactory to the Company or any of its Subsidiaries (including the Employer) to enable it to satisfy all withholding, payment and/or collection requirements associated with the satisfaction of the Tax-Related Items. The withholding obligation shall be satisfied in a manner acceptable to the Company in its sole discretion and may include the following methods:
- (a) by the Company and the Employer withholding all applicable amounts from the Participant's wages or other cash compensation due to the Participant,
  - (b) by surrender to the Company by attestation to the ownership of Shares already owned that would satisfy the withholding amount, or
  - (c) by electing to have the Company withhold from the Shares to be issued upon exercise of the Options a number of Shares having an aggregate Fair Market Value that would satisfy the withholding amount, provided, however, that in no event may the number

of Shares withheld in the case of this clause (c) exceed the applicable statutory minimum withholding rates.

Furthermore, the Participant agrees to pay the Company or the Employer any amount the Company or the Employer may be required to withhold, collect or pay as a result of the Participant's participation in the Plan or that cannot be satisfied by deduction from the Participant's wages or other cash compensation paid to the Participant by the Company or the Employer or sale of the shares acquired under the Plan. The Participant acknowledges that he or she may not participate in the Plan unless the tax withholding, payment and/or collection obligations of the Company or the Employer are satisfied.

20. General Restrictions on Delivery of Shares. The Company shall not be required to transfer or deliver any Shares or dividends or distributions relating to such Shares until it has been furnished with such opinions, representations or other documents as it may deem necessary or desirable, in its discretion, to insure compliance with any law or Rules of the Securities and Exchange Commission or any other governmental authority having jurisdiction under the Plan or over the Company, the Participant, or the Shares or any interests therein. The Award of Options evidenced by the Agreement is also subject to the condition that, if at any time the Committee administering the Plan shall determine, in its discretion, that the listing, registration or qualification of the Shares (or any capital stock distributed with respect thereto) upon the New York Stock Exchange (or any other securities exchange or trading market) or under any United States state or Federal law or other applicable Rule, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of the Award of Options evidenced by the Agreement or the issuance, transfer or delivery of the Shares (or the payment of any dividends or other distributions related to the Shares), the Company shall not be required to transfer or deliver any Shares or dividends or distributions relating to such Shares unless such listing, registration, qualification, consent or approval shall have been effected or obtained to the complete satisfaction of the Committee and free of any conditions not acceptable to the Committee.
21. Acknowledgments. The Participant acknowledges and agrees to the following:
- (a) Nothing in the Agreement or the Plan shall confer upon the Participant any right to continue to be employed by the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company or the Subsidiary, which are hereby expressly reserved, to terminate the employment of the Participant under applicable law.
  - (b) The transfer of the employment of the Participant between the Company and any one of its Subsidiaries (or between Subsidiaries) shall not be deemed a termination of service.
  - (c) Nothing herein contained shall affect the Participant's right to participate in and receive benefits under and in accordance with the then current provisions of any pension, insurance or other Participant welfare plan or program of the Company or any Subsidiary.
  - (d) The Company is not providing any tax, legal or financial advice, nor is the Company

making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(e) The Company reserves the right to impose other requirements on participation in the Plan, on the Options and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or other applicable Rule or facilitate the administration of the Plan, and to require the Participants to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

22. No Listing of Option Shares; Conversion. The Company has not listed the Option Shares for trading on the New York Stock Exchange and does not intend to effect such a listing. Pursuant to the Certificate of Incorporation of the Company, Option Shares may be converted into Class A Shares, but only if the Class A Shares received upon the conversion are sold or transferred immediately following the conversion in a market transaction or qualifying private transaction as such terms are defined in the Company's Certificate of Incorporation. The Class A Shares into which Option Shares may be converted have been or will, prior to issuance, be listed for trading on the New York Stock Exchange.
23. Electronic Delivery and Execution. The Participant hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Participant understands that, unless revoked by the Participant by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Participant also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Participant consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

**BY MY ELECTRONIC ELECTION TO ACCEPT THE GRANT OF OPTIONS (WHICH SERVES AS MY ELECTRONIC SIGNATURE OF THE AGREEMENT), I AGREE THAT MY PARTICIPATION IN THE PLAN IS GOVERNED BY THE PROVISIONS OF THE PLAN AND THE AGREEMENT.**





**RESTRICTED STOCK AWARD AGREEMENT**  
**Pursuant to the**  
**CONSTELLATION BRANDS, INC.**  
**LONG-TERM STOCK INCENTIVE PLAN**

**Name of Participant:**

**Date of Grant:**

**Number of Shares:**

**Value of Each Share on Date of Grant:**

**Initial Vesting Date:**

This RESTRICTED STOCK AWARD AGREEMENT (the "Agreement") confirms the grant by Constellation Brands, Inc. (the "Company") of shares of restricted stock pursuant to the Company's Long-Term Stock Incentive Plan, as amended from time to time (the "Plan").

**PLEASE BE SURE TO READ ALL OF THE SPECIFIC TERMS AND CONDITIONS OF THE AGREEMENT. FOR EXAMPLE, IMPORTANT ADDITIONAL INFORMATION ON VESTING AND FORFEITURE OF THE RESTRICTED STOCK COVERED BY THE AWARD IS CONTAINED IN SECTIONS 2 AND 4 OF THE TERMS AND CONDITIONS. TO THE EXTENT ANY CAPITALIZED TERMS USED IN THE TERMS AND CONDITIONS ARE NOT DEFINED HEREIN, THEY WILL HAVE THE MEANING ASCRIBED TO THEM IN THE PLAN.**

**BY MY ELECTRONIC ELECTION TO ACCEPT THE GRANT OF RESTRICTED STOCK, (WHICH SERVES AS MY ELECTRONIC SIGNATURE OF THE AGREEMENT), I AGREE THAT MY PARTICIPATION IN THE PLAN IS GOVERNED BY THE PROVISIONS OF THE PLAN AND THE AGREEMENT (INCLUDING ITS TERMS AND CONDITIONS).**

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## TERMS AND CONDITIONS OF RESTRICTED STOCK AGREEMENT

1. **Grant of Shares.** The Company grants to the Participant named above (the “Participant”), subject to and in accordance with the terms and conditions of the Plan and the Agreement, the number of shares of the Company’s Class A Common Stock, par value \$.01 per share (“Class A Stock”), set forth above. The grant of shares of Class A Stock to the Participant evidenced by the Agreement is an award of Restricted Stock and such shares of Restricted Stock are referred to herein as the “Shares”. The Shares are granted as of the Date of Grant specified above (the “Date of Grant”). Capitalized terms that are used in the Agreement but are not defined in the Agreement will have the meanings given to such terms in the Plan.

2. **Vesting of Shares.**

(a) **Service.** The Shares shall vest in accordance with the following vesting schedule: 25% of the Shares shall vest on the Initial Vesting Date specified above (the “Initial Vesting Date”); an additional 25% of the Shares shall vest on the first anniversary of the Initial Vesting Date; an additional 25% of the Shares shall vest on the second anniversary of the Initial Vesting Date; and the remaining balance of the Shares shall vest on the third anniversary of the Initial Vesting Date (the “Final Vesting Date”); provided, in each case, that the Participant remains in continuous employment with the Company or its Subsidiaries until such date.

(b) **Death or Disability.** If the Participant ceases to be employed by the Company or its Subsidiaries prior to the Final Vesting Date as a result of the Participant’s death or Disability, any Shares that have not vested prior to the date of the Participant’s death or Disability shall immediately vest.

(c) **Change in Control.** The Shares are subject to the provisions of the Plan pertaining to a Change in Control of the Company.

(d) **Leave of Absence.** Unless otherwise determined by the Committee, an authorized leave of absence pursuant to a written agreement or other leave entitling the Participant to reemployment in a comparable position by law or Rule shall not constitute a termination of employment for purposes of the Plan unless the Participant does not return at or before the end of the authorized leave or within the period for which re-employment is guaranteed by law or Rule.

3. **Committee Discretion.** The Committee, in its absolute discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Shares at any time. If so accelerated, such Shares shall be considered as having vested as of the date specified by the Committee.

4. **Forfeiture.** Notwithstanding any default provision in the Plan to the contrary, if the Participant ceases to be employed by the Company or its Subsidiaries for any reason (including, but without limitation, Retirement) before the occurrence of a vesting event set forth in Section 2 above, any unvested Shares (and any dividends or other distributions related to such Shares) shall be forfeited to the Company.

5. **Release of Shares.** The Shares (and any dividends or other distributions relating to the Shares) shall be held by the Company in a nominee account with the Company’s transfer agent (or such other account as the Company shall determine) for the benefit of the Participant until (a) the Shares become vested in accordance with Section 2 above, and (b) the Participant has satisfied his or her obligation to remit withholding taxes under Section 8 with respect to the Shares that have become vested in accordance with Section 2 above (any Shares with respect to which both of these requirements are

satisfied are referred to as “Released Shares”, and the date on which both of these requirements are satisfied with respect to Released Shares is referred to as the “Release Date” with respect to such Released Shares). Promptly following the Release Date, but subject to the provisions of Section 9 below, the Company will (i) cause the Released Shares to be electronically transferred to an account in the Participant’s name at the provider administering the Plan as it relates to Restricted Stock (the “Administrator”) or to a book-entry account in the Participant’s name with the Company’s transfer agent for the Class A Stock, and (ii) cause any dividends or other distributions relating to the Released Shares to be paid to the Participant or deposited to an account in the Participant’s name with the Administrator. The Company reserves the right to transfer (or cause its transfer agent to transfer) to its treasury any Shares that are forfeited pursuant to the Agreement or the Plan and to recover and receive any dividends or other distributions relating to such forfeited Shares, in each case free of any claim or right of the Participant.

6 . **Transferability.** The Participant shall have no right to sell, assign, transfer, pledge or otherwise encumber the Shares in any manner until the Shares have become Released Shares. In the event that the Company permits the Participant to arrange for sales of Shares through the Administrator prior to the Release Date of the Shares (for the purpose of satisfying any payment requirement under Section 8 or otherwise), the Participant acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Participant, in each case if the Participant is not then permitted under the Company’s insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Participant to sell or transfer Released Shares is restricted, then the Company may place a restrictive legend or stop transfer notation on any certificate that may be issued to represent such Released Shares or on its books with respect to such Released Shares. If a legend or stop transfer notation is placed on any certificate or the Company’s books with respect to the Participant’s Released Shares, the Participant may only sell such Released Shares in compliance with such legend or notation.

7 . **Section 83(b) Election.** The Participant may elect, within 30 days of the Date of Grant and pursuant to Section 83(b) of the Internal Revenue Code, to include in his or her gross income the fair market value of the Shares covered by the Agreement in the taxable year of grant. The Participant will seek the advice of his or her own tax advisors as to the advisability of making such a Section 83(b) election, the potential consequences of making such an election and the requirements for making such an election. The Company and its Subsidiaries and agents have not and are not providing any tax advice to the Participant. If the Participant makes this election, he or she shall promptly notify the Company by submitting to the Company a copy of the statement the Participant filed with the Internal Revenue Service to effect such election.

8. **Responsibility for Taxes and Withholding.**

(a) Regardless of any action the Company or any of its Subsidiaries takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related items related to the Participant’s participation in the Plan and legally applicable to the Participant (“Tax-Related Items”), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant’s responsibility and may exceed the amount actually withheld by the Company or any of its Subsidiaries. The Participant further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares, including, but not limited to, the grant, vesting or any Section 83(b) election, the subsequent sale of Shares and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Participant’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant becomes subject to tax in more than one jurisdiction between the date of grant and the date of any

relevant taxable event, the Participant acknowledges that Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Participant shall remit to the Company (or any of its Subsidiaries, as directed) the amount needed to satisfy any federal, state or local income taxes, social security taxes, or other employment withholding taxes that may arise or be applicable as the result of a Section 83(b) election, the vesting of the Shares or otherwise. In the event the Participant fails to remit such cash payment to the Company, the Company may deduct any required withholdings from other cash compensation payable to the Participant or any cash dividends otherwise payable to the Participant pursuant to clause (ii) of Section 5 above or take such other actions it deems appropriate. Further, the Company may withhold from proceeds of the Shares, otherwise to be delivered to the Participant following vesting in accordance with Section 2, either through a voluntary sale or through a mandatory sale arrangement (on Participant's behalf pursuant to this authorization); provided that the withholding from proceeds will not exceed the amount necessary to satisfy the applicable statutory minimum withholding obligation. Without limiting the generality of the foregoing, if the Participant has not made any payment required under this Section 8 within five (5) calendar days after notice by the Company of the amount due, the Company shall have the right to cancel the Award evidenced by the Agreement as it relates to all or any portion of the Shares that have not become Released Shares (whether or not such Shares have become vested in accordance with Section 2 above) by giving written notice of such cancellation to the Participant at any time after the end of such five (5)-calendar-day period but prior to the payment of the amount due. In the event that the Award evidenced by the Agreement is cancelled with respect to any Shares pursuant to the preceding sentence, such Shares (and any dividends or other distributions related to such Shares) shall be forfeited to the Company. Notwithstanding anything to the contrary in the Plan, the Participant shall not be entitled to satisfy any withholding obligations that arise as a result of the Agreement by having Shares withheld by the Company or by delivering to the Company any shares of capital stock of the Company.

9 . **General Restrictions on Transfer or Delivery of Shares.** The Company shall not be required to transfer or deliver any Released Shares or dividends or distributions relating to such Released Shares until it has been furnished with such opinions, representations or other documents as it may deem necessary or desirable, in its discretion, to insure compliance with any law or Rules of the Securities and Exchange Commission or any other governmental authority having jurisdiction under the Plan or over the Company, the Participant, or the Shares or any interests therein. The Award of Restricted Stock evidenced by the Agreement is also subject to the condition that, if at any time the Committee administering the Plan shall determine, in its discretion, that the listing, registration or qualification of the Shares (or any capital stock distributed with respect thereto) upon the New York Stock Exchange (or any other securities exchange or trading market) or under any state or Federal law or other applicable Rule, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of the Award of Restricted Stock evidenced by the Agreement or the issuance, transfer or delivery of the Shares (or the payment of any dividends or other distributions related to the Shares), the Company shall not be required to transfer or deliver any Released Shares or dividends or distributions relating to such Released Shares unless such listing, registration, qualification, consent or approval shall have been effected or obtained to the complete satisfaction of the Committee and free of any conditions not acceptable to the Committee.

10 . **Rights as Shareholder.** Except for the dividend and distribution restrictions described below, and the transfer and other restrictions set forth elsewhere in the Agreement and in the Plan, the Participant, as the beneficial owner of the Shares, shall possess all the rights of a holder of the Company's Class A Stock, including voting, dividend and other distribution rights; provided, however, that prior to the Shares becoming Released Shares, the Shares, as well as any dividends or other distributions with respect to the Shares, shall be held in the manner described in Section 5 above. Any dividends or other distributions with respect to the Shares in the form of capital stock shall be treated as Restricted Stock in

the same manner as the Shares. If any Shares are forfeited to the Company, then any dividends or other distributions with respect to such forfeited Shares shall also be forfeited to the Company.

11. **Acknowledgments.** The Participant acknowledges and agrees to the following:

(a) Nothing in the Agreement or the Plan shall confer upon the Participant any right to continue to be employed by the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company or the Subsidiary, which are hereby expressly reserved, to terminate the employment of the Participant under applicable law.

(b) The transfer of the employment of the Participant between the Company and any one of its Subsidiaries (or between Subsidiaries) shall not be deemed a termination of service.

(c) Nothing herein contained shall affect the Participant's right to participate in and receive benefits under and in accordance with the then current provisions of any pension, insurance or other Participant welfare plan or program of the Company or any Subsidiary.

(d) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(e) The Company reserves the right to impose other requirements on participation in the Plan, and on any Shares under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or other applicable Rule or facilitate the administration of the Plan, and to require the Participants to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

12. **Changes in Stock.** In the event that as a result of a stock dividend, stock split, reclassification, recapitalization, combination of Class A Common Shares or the adjustment in capital stock of the Company or otherwise, or as a result of a merger, consolidation, spin-off or other reorganization, the Company's Class A Common Stock, par value \$.01, shall be increased, reduced or otherwise changed, the Shares shall be adjusted automatically consistent with such change to prevent substantial dilution or enlargement of the rights granted to, or available for, the Participant hereunder.

13. **Address for Notices.** All notices to the Company shall be in writing and sent to the Company's General Counsel at the Company's corporate headquarters. Notices to the Participant shall be addressed to the Participant at the address as from time to time reflected in the Company's employment records as the Participant's address.

14. **Binding Agreement.** Subject to the limitation on the transferability of the Award contained herein, the Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

15. **Plan Governs.** The Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of the Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

16. **Governing Law.** The Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws.

17. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of the Agreement.

18. **Severability.** In the event that any provision in the Agreement, shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of the Agreement.

19. **Modifications to the Agreement.** The Agreement constitutes the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not executing the Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to the Agreement can be made only in an express written contract executed by a duly authorized officer of the Company.

20. **Amendment, Suspension or Termination of the Plan.** By accepting this award, the Participant expressly warrants that he or she has received a right to an equity based award under the Plan, and has received, read, and understood a description of the Plan. The Participant understands that the Plan is discretionary in nature and may be modified, suspended, or terminated by the Company at any time.

21. **Electronic Delivery and Execution.** The Participant hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Participant understands that, unless revoked by the Participant by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Participant also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Participant consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.





**CONSTELLATION BRANDS, INC.  
ANNUAL MANAGEMENT INCENTIVE PLAN  
(Amended and restated as of July 26, 2007)**

**Amendment Number 1**

This Amendment Number 1 to the Constellation Brands, Inc. Annual Management Incentive Plan, as amended and restated as of July 26, 2007, (the “**Plan**”) is adopted pursuant to Section 8 of the Plan by the Human Resources Committee of the Board of Directors of Constellation Brands, Inc. (the “**Company**”). Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Plan and Annex A thereto. This amendment shall become effective as of the date set forth below.

1. The second paragraph of Section 3 of the Plan is amended by adding the following provision to the end thereof:

Notwithstanding the foregoing, for each Participating Executive who is designated as a “covered employee” under a program adopted for a Performance Period Year, the Committee reserves the unilateral right to reduce or eliminate the amount of a Bonus that is to be paid to such a Participating Executive upon the attainment of a Performance Target. The Committee’s discretion to exercise its right to reduce or eliminate a Bonus that is paid to such a Participating Executive shall not result in an increase in an amount that is payable to another Participating Executive.

2. The third paragraph of Section 3 of the Plan is amended by deleting the last two sentences of such paragraph and replacing the second sentence of such paragraph with the following:

Any Bonuses awarded by the Committee under the Plan shall be paid within 30 days after year-end financial results are reported or, if later, as soon as practicable following the Committee’s determinations and certification under this Section; provided that it is intended that such Bonus be paid on or before the 15<sup>th</sup> day of the third month following the end of the Company’s taxable year for which the Bonus is paid.

3. Section 4 is amended by adding the following the sentence to the end of such section:

Notwithstanding the foregoing, the Committee may establish such other rules it deems necessary or appropriate to apply when a Participating Executive dies or terminates employment, which rules shall be memorialized in the terms established for a Performance Period or other written document.

In witness whereof, Constellation Brands, Inc. has caused this instrument to be executed as of April 6, 2009.

CONSTELLATION BRANDS, INC.

By: /s/ L. Denise Watson  
Name: L. Denise Watson  
Title: Senior Vice President  
Global Compensation & Benefits

AGREEMENT

This Agreement is made as of April 7, 2009 (the "Agreement"), by and among **ALEXANDER L. BERK** ("Executive"), an individual residing in Glencoe, Illinois, **CONSTELLATION BRANDS, INC.** ("Constellation"), a Delaware corporation with its headquarters located at 207 High Point Drive, Building 100, Victor, New York 14564, and **CONSTELLATION SERVICES LLC** ("Services"), a Delaware limited liability company having an office at 1 South Dearborn, Suite 1700, Chicago, Illinois 60603.

**WHEREAS**, Executive has been employed as President and Chief Executive Officer of Services, successor by merger to Barton Incorporated ("Barton") and each of Services and Barton being or having been a wholly-owned subsidiary of Constellation, pursuant to the terms of an Executive Employment Agreement dated May 21, 2008 among Executive, Constellation and Barton (the "Executive Agreement");

**WHEREAS**, Constellation has recently completed the sale of certain entities and assets owned by Barton and its affiliates (the "Barton Sale");

**WHEREAS**, Executive and Constellation have mutually agreed that Executive shall continue to work as a full-time employee of Services up until May 31, 2009, whereupon Executive shall terminate employment as an employee with Services and its affiliates;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Constellation and Executive agree as follows:

1. **Transaction Bonus.** In connection with the services Executive provided regarding the Barton Sale, Constellation or Services shall pay Executive a lump sum amount equal to \$260,584.00 on or about April 15, 2009 or as soon as administratively practicable thereafter (the "Transaction Bonus") assuming a successful close of the transaction. The Transaction Bonus shall be included in the calculation of Executive's "Previous Bonus", as such term is defined under the Executive Agreement, for purposes calculating Executive's post-termination rights under the Executive Agreement.

2. **LTSIP Enhancements.** In connection with and subject to Executive's termination of employment as an employee on May 31, 2009, Executive shall fully vest in all of his unvested Constellation options and all of Executive's vested options may be exercised until the earlier of: (i) February 28, 2011; or (ii) the expiration date of the option.

3. **Executive Agreement.** In connection with and subject to Executive's termination of employment on May 31, 2009, Executive shall be entitled to the post-termination benefits as are set forth in the Executive Agreement; provided that such benefits shall be subject to the terms and conditions of the Executive Agreement except only as expressly set forth herein. For the purposes of calculating Executive's post-termination rights under the Executive Agreement, the calculation of post-

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termination rights pursuant to Section 6(d) of the Executive Agreement shall be based upon the automobile allowance program in effect for executives of Constellation on May 31, 2009.

4. **Assignment.** This agreement may not be assigned or transferred by Executive. This Agreement may be assigned or transferred by Constellation and Services.

5. **Amendment, Waiver.** No amendment or modification of this Agreement shall be valid unless evidenced in a writing executed by the parties hereto. No waiver by any party of a breach of this Agreement shall be binding except if in a writing signed by the party to be bound by the waiver.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York without regard to principles of conflicts of law.

7. **Consent to Jurisdiction.** Executive agrees that he is subject to the jurisdiction of the courts of the State of New York, and that any claim brought by either party alleging breach of this Agreement shall be brought in a state or federal court located in Monroe County, New York or Ontario County, New York.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute one and the same document. A faxed, executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ALEXANDER L. BERK

/s/ Alexander L. Berk

CONSTELLATION BRANDS, INC.

By: /s/ Robert  
Sands  
Robert Sands  
President and Chief Executive Officer

CONSTELLATION SERVICES LLC

By: /s/ Robert  
Sands  
Robert Sands  
Vice President

**CONSULTANT AGREEMENT**

This Consultant Agreement is made as of April 7, 2009 (“Agreement”), by and between **ALEXANDER L. BERK** (“Consultant”), an individual residing in Glencoe, Illinois, and **CONSTELLATION BRANDS, INC.** (“Constellation”), a Delaware corporation with its headquarters located at 207 High Point Drive, Building 100, Victor, New York 14564.

**WHEREAS**, Consultant has been employed as President and Chief Executive Officer of Constellation Services LLC (“Services”), successor by merger to Barton Incorporated (“Barton”) and each of Services and Barton being or having been a wholly-owned subsidiary of Constellation, pursuant to the terms of an Executive Employment Agreement dated May 21, 2008 among Consultant, Constellation and Barton (“Executive Agreement”);

**WHEREAS**, Constellation has recently completed the sale of certain entities and assets owned by Barton and its affiliates;

**WHEREAS**, Consultant and Constellation have mutually agreed that Consultant’s employment pursuant to the Executive Agreement shall terminate on May 31, 2009;

**WHEREAS**, Constellation wishes to retain Consultant to provide certain, limited services following the termination of Consultant’s employment under the Executive Agreement, Consultant is willing to provide such services, and both parties desire to set forth the terms of such relationship in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Constellation and Consultant agree as follows:

**1. Relationship of Parties.** At all times during and under this Agreement, Consultant shall be an independent contractor and shall not be deemed to be an employee of Constellation. Nothing in this Agreement is intended, nor shall be construed, to create an employer-employee or agency relationship between the parties. Consultant acknowledges and agrees that he shall have no right to participate in or receive any benefits under any compensation, retirement, welfare or other benefit plans or programs of Constellation as a result of or in connection with the services he is providing under this Agreement.

**2. Term.** This Agreement shall commence on the first business day following the termination of Consultant’s employment under the Executive Agreement (“Effective Date”) and shall continue in effect for one year, unless terminated early as provided in paragraph 7.

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**3. Consultant's Services.** During the term of this Agreement, Consultant shall:

continue to serve as a Board member of Crown Imports LLC ("Crown") and attend all Board meetings of Crown;

assist with the transition of his role as a Crown board member to an individual identified by Constellation;

act as a liaison between Constellation, and Crown and Grupo Modelo, S.A.B. de CV, as requested by Constellation;

attend as a representative of Constellation trade association meetings identified by Constellation; and

attend monthly Constellation Executive Management Committee meetings as requested.

The parties do not expect that the foregoing services shall entail more than eight hours per week on average.

**4. Compensation.** As compensation for Consultant's services under this Agreement, Constellation shall pay Consultant \$20,833.33 per month. Payment to Consultant for the first six months of services (or such lesser period if the Agreement is terminated before six months after the Effective Date) shall be made on, or as soon as administratively practicable after, the first business day of the seventh month following the Effective Date. Payment to Consultant for the remaining term of the Agreement shall be made monthly, in arrears, in the amount of \$20,833.33 on, or as soon as administratively practicable after, the first business day of the following month. Constellation shall also reimburse Consultant for reasonable, documented expenses incurred by Consultant as a consequence of performing Consultant's services.

**5. Other Services.** Consultant is entitled to enter into agreements to provide services to other entities provided, however, that such activities do not conflict with Consultant's responsibilities and obligations under this Agreement or the Executive Agreement, and provided further that Consultant seeks and obtains advance, written consent from Constellation before providing services to a competitor of Constellation.

**6. Taxes.** Constellation shall not withhold or deduct from Consultant's compensation any amounts for income tax, or social security or Medicare. It is Consultant's sole responsibility as an independent contractor to report and pay all applicable taxes on compensation paid to Consultant by Constellation under this Agreement. Consultant agrees to indemnify Constellation and to hold it harmless from

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and against any liability, including interest and penalties, sought by any taxing authority, based on compensation paid to Consultant under this Agreement.

7. **Termination.** This Agreement shall terminate immediately upon the occurrence of any of the following events:

the death of Consultant;

the mutual agreement of Consultant and Constellation;

at the election of Constellation, if Consultant is unable to perform services hereunder;

at the election of Constellation, in its sole discretion and for any reason, to terminate this Agreement;

at the election of Constellation, if Consultant breaches this Agreement or the Executive Agreement;

at the election of Constellation, if Consultant engages in conduct which would justify a "for cause termination," as defined in the Executive Agreement; and

at the election of Consultant, if Constellation breaches this Agreement or the Executive Agreement.

Upon termination of this Agreement, Constellation shall have no further obligations to Consultant under this Agreement, except to pay Consultant for services performed and reimbursable expenses incurred hereunder through the date of termination.

8. **Trade Secrets; Confidential Information; Insider Trading.** Consultant agrees that unless duly authorized in writing by Constellation, he will neither during the term of this Agreement nor at any time thereafter divulge or use other than in furtherance of his services under this Agreement any trade secrets or confidential information first acquired by him during and by virtue of his services under this Agreement or his prior employment with Barton, Services or their affiliates.

Consultant hereby acknowledges that he is aware that the United States securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company on the basis of such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities on the basis of such information.

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**9. Non-impairment.** Nothing in this Agreement is intended, or should be construed, to impair or alter in any respect the terms of the Executive Agreement.

**10. Assignment.** This agreement may not be assigned or transferred by Consultant. This Agreement may be assigned or transferred by Constellation.

**11. Amendment, Waiver.** No amendment or modification of this Agreement shall be valid unless evidenced in a writing executed by the parties hereto. No waiver by any party of a breach of this Agreement shall be binding except if in a writing signed by the party to be bound by the waiver.

**12. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York without regard to principles of conflicts of law.

**13. Consent to Jurisdiction.** Consultant agrees that he is subject to the jurisdiction of the courts of the State of New York, and that any claim brought by either party alleging breach of this Agreement shall be brought in a state or federal court located in Monroe County, New York or Ontario County, New York.

**14. Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute one and the same document. A faxed, executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Consultant Agreement as of the date set forth above.

**ALEXANDER L. BERK**

/s/ Alexander L. Berk

**CONSTELLATION BRANDS, INC.**

By: /s/ Robert Sands  
Robert Sands,  
President and Chief Executive  
Officer

**[LOGO] Constellation  
NEWS RELEASE**

05

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**CONSTELLATION BRANDS SENIOR EXECUTIVE TO RETIRE**

**VICTOR, N.Y., April 9, 2009** – Constellation Brands, Inc. (NYSE: STZ, ASX: CBR), the largest wine company in the world, announced today that Andy Berk, a member of Constellation Brands’ Executive Management Committee and president and chief executive officer of Constellation Services will retire effective May 31, 2009. As part of the transition, Berk will stay on as a consultant for one year, and will continue to serve on Crown Imports’ board of directors and to participate in Constellation’s Executive Management Committee. Subsequent to Berk’s retirement, the Constellation Services management team will report to the appropriate functional executive at Constellation Brands.

“Andy and his teams at Barton and Constellation Beers and Spirits have played an integral role in transforming Constellation Brands into a global leader in the beverage alcohol industry,” said Rob Sands, president and CEO, Constellation Brands. “His expertise and leadership have been vital to the growth of our company and helped set Constellation on a path for continued success.”

Berk joined Barton Incorporated in 1990 as president and chief operating officer, and continued in that role after Barton merged with Constellation Brands in 1993. He was named president and CEO of Barton Incorporated in 1998 and appointed CEO of Constellation Beers and Spirits in 2003. In addition to his work with Constellation, Berk has been active in various industry trade associations, including an almost three-year stint as chairman of Distilled Spirits Council of the United States and managing director of The Century Council.

**About Constellation Brands**

Constellation Brands, Inc. is the largest wine company in the world with a strong portfolio of consumer-preferred premium wine brands complemented by spirits, imported beer and other select beverage alcohol products. The company has significant market presence in the U.S., Canada, U.K., Australia and New Zealand. Based in Victor, N.Y., the company has more than 200 brands in its portfolio, sales in about 150 countries and operates approximately 50 facilities. It is the largest premium wine company in the U.S.; the largest wine company in the U.K., Australia and Canada; the second largest wine company in New Zealand; and the largest beer importer and marketer in the U.S. through its Crown Imports joint venture with Mexico’s Grupo

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Modelo. Constellation Brands is a S&P 500 Index and Fortune 500® company. Major brands in the company's portfolio include Robert Mondavi wines, Hardys, Clos du Bois, Blackstone, Banrock Station, Arbor Mist, Estancia, Ravenswood, Jackson-Triggs, Kim Crawford, Corona Extra, Black Velvet Canadian Whisky and SVEDKA Vodka. To learn more about Constellation Brands and its product portfolio visit the company's Web site at [www.cbrands.com](http://www.cbrands.com).

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