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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended May 31, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_____to_____

Commission File Number: 001-08495

Constellation Brands

CONSTELLATION BRANDS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**16-0716709**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

50 East Broad Street, Rochester, New York 14614
(Address of principal executive offices) (Zip code)

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

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Class A Common Stock	STZ	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☒

There were 170,752,511 shares of Class A Common Stock and 25,923 shares of Class 1 Common Stock outstanding as of June 26, 2026.

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This Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those set forth in, or implied by, such forward-looking statements. For further information regarding such forward-looking statements, risks, and uncertainties, please see "Information Regarding Forward-Looking Statements" under MD&A.

Market positions and industry data discussed in this Form 10-Q are for the 52-weeks ending May 31, 2026.

DEFINED TERMS

Unless the context otherwise requires, the terms "Company," "CBI," "we," "our," or "us" refer to Constellation Brands, Inc. and its subsidiaries. We use terms in this Form 10-Q and in our Notes that are specific to us or are abbreviations that may not be commonly known or used.

TERM	MEANING
$	U.S. dollars
10b5-1 Trading Plan	a pre-arranged trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act
2025 Authorization	authorization to repurchase up to $4.0 billion of our publicly traded common stock, approved by our Board of Directors in April 2025
2025 Credit Agreement	eleventh amended and restated credit agreement, dated as of April 28, 2025, that provides for a $2.25 billion aggregate revolving credit facility
2025 Restructuring Initiative	an enterprise-wide cost savings and restructuring initiative designed to help optimize the performance of our business, including through enhanced organizational efficiency and optimized expenditures across our organization, with the majority of the work executed within Fiscal 2026 and net annualized cost savings expected to be fully realized by Fiscal 2028
2025 Wine Divestitures	sale and, in certain instances, exclusive license to use the trademarks of a portion of our wine and spirits business, primarily centered around our then-owned mainstream wine brands and associated inventory, wineries, vineyards, offices, and facilities on June 2, 2025
2026 Annual Report	our Annual Report on Form 10-K for the fiscal year ended February 28, 2026
3-tier	U.S. distribution channel where products are sold to a distributor (wholesaler) who then sells to a retailer; the retailer sells the products to a consumer; however, in control states, the state government performs the role of wholesaler and retailer
3.70% December 2016 Senior Notes	$600.0 million principal amount of 3.70% senior notes issued in December 2016, now redeemed in full
4.85% May 2026 Senior Notes	$500.0 million aggregate principal amount of senior notes issued in May 2026
ABA	alternative beverage alcohol
Administrative Agent	Bank of America, N.A., as administrative agent for our senior credit facility
AOCI	accumulated other comprehensive income (loss)
Brewery Projects	modular capacity addition activities at the Nava Brewery, Obregón Brewery, and Veracruz Brewery
CB International	CB International Finance S.à r.l., a wholly-owned subsidiary of ours
Circana™	Industry market research publication used by consumer packaged goods companies
Class 1 Stock	our Class 1 Convertible Common Stock, par value $0.01 per share
Class A Stock	our Class A Common Stock, par value $0.01 per share
CODM	chief operating decision maker, our President and Chief Executive Officer
Comparable Adjustments	certain items affecting comparability that have been excluded because management uses this information in monitoring and evaluating the results and underlying business trends of the core operations of the Company and/or in internal goal setting
CSR	corporate social responsibility

TERM	MEANING
Customers	wholesale distributors, retailers (generally outside of 3-tier), state alcohol beverage control agencies which sell to consumers, and DTC purchasers
Depletions	represent U.S. distributor shipments of our respective branded products to retail customers, based on third-party data
DTC	direct-to-consumer inclusive of (i) a digital commerce experience for consumers to purchase directly from brand websites with inventory coming straight from the supplier and (ii) consumer purchases at hospitality locations (tasting rooms and tap rooms) from the supplier
Exchange Act	Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
Financial Statements	our consolidated financial statements and notes thereto included herein
First Quarter 2026	the Company's three months ended May 31, 2025
First Quarter 2027	the Company's three months ended May 31, 2026
Fiscal 2026	the Company's fiscal year ended February 28, 2026
Fiscal 2027	the Company's fiscal year ending February 28, 2027
Fiscal 2028	the Company's fiscal year ending February 29, 2028
Fiscal 2029	the Company's fiscal year ending February 28, 2029
Fiscal 2030	the Company's fiscal year ending February 28, 2030
Fiscal 2031	the Company's fiscal year ending February 28, 2031
Fiscal 2032	the Company's fiscal year ending February 29, 2032
Form 10-Q	this Quarterly Report on Form 10-Q for the quarterly period ended May 31, 2026, unless otherwise specified
IRA	Inflation Reduction Act of 2022
IT	information technology
mainstream	wine that sells less than $11.00 per bottle at retail and sparkling wine and all other wine that sells less than $13.00 per bottle at retail, as defined by Circana™
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations under Part I – Item 2. of this Form 10-Q
M&T	Manufacturers and Traders Trust Company
Nava	Nava, Coahuila, Mexico
Nava Brewery	our brewery located in Nava
Net sales	gross sales less promotions, returns and allowances, and excise taxes
New Zealand Wine Divestitures	definitive agreement to divest eight small-scale domestic-market New Zealand mainstream wine brands and associated inventory, equipment, a winery, and vineyards, completed in June 2026
NM	not meaningful
Non-GAAP	financial measures not calculated in accordance with U.S. GAAP, for example, comparable operating income (loss)
Note(s)	notes to the consolidated financial statements
OB3 Act	One Big Beautiful Bill Act, signed into U.S. law on July 4, 2025
Obregón	Obregón, Sonora, Mexico

TERM	MEANING
Obregón Brewery	our brewery located in Obregón
OCI	other comprehensive income (loss)
OECD	Organization for Economic Cooperation and Development
Pre-issuance hedge contracts	treasury lock and/or swap lock contracts designated as cash flow hedges entered into to hedge treasury rate volatility on future debt issuances
premium	wine that sells between $11.00 to $24.99 per bottle at retail and sparkling wine that sells between $13.00 to $34.99 per bottle at retail, as defined by Circana™
retailers	on- and off-premise locations that sell products to consumers
SEC	Securities and Exchange Commission
Section 232	tariffs imposed under Section 232 of the Trade Expansion Act of 1962, notably on aluminum and aluminum derivative product imports
Securities Act	Securities Act of 1933, as amended
SOFR	secured overnight financing rate administered by the Federal Reserve Bank of New York
U.S.	United States of America
U.S. GAAP	generally accepted accounting principles in the U.S.
Veracruz	Heroica Veracruz, Veracruz, Mexico
Veracruz Brewery	our new brewery being constructed in Veracruz

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(in millions, except share and per share data)
(unaudited)

	May 31, 2026	February 28, 2026
ASSETS		
Current assets:		
Cash and cash equivalents	$ 96.6	$ 102.4
Accounts receivable	726.7	658.2
Inventories	1,452.6	1,433.9
Prepaid expenses and other	765.1	711.8
Total current assets	3,041.0	2,906.3
Property, plant, and equipment, net of accumulated depreciation of $3,140.8 and $3,095.1, respectively	8,510.2	8,520.9
Goodwill	5,248.9	5,233.9
Intangible assets	2,536.8	2,533.0
Deferred income taxes	1,459.2	1,370.3
Other assets	1,312.6	1,336.1
Total assets	$ 22,108.7	$ 21,900.5
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings	$ 336.3	$ 272.0
Current maturities of long-term debt	1,102.6	603.6
Accounts payable	1,000.1	960.2
Other accrued expenses and liabilities	890.0	854.0
Total current liabilities	3,329.0	2,689.8
Long-term debt, less current maturities	9,094.9	9,692.9
Deferred income taxes and other liabilities	1,135.0	1,130.9
Total liabilities	13,558.9	13,513.6
Commitments and contingencies		
CBI stockholders' equity:		
Class A Stock, $0.01 par value – Authorized, 322,000,000 shares; Issued, 212,699,542 shares and 212,699,542 shares, respectively	2.1	2.1
Additional paid-in capital	2,168.7	2,185.7
Retained earnings	14,050.3	13,574.4
Accumulated other comprehensive income (loss)	337.8	423.2
Class A Stock in treasury, at cost, 41,232,646 shares and 39,927,096 shares, respectively	(8,303.3)	(8,103.0)
Total CBI stockholders' equity	8,255.6	8,082.4
Noncontrolling interests	294.2	304.5
Total stockholders' equity	8,549.8	8,386.9
Total liabilities and stockholders' equity	$ 22,108.7	$ 21,900.5

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in millions, except per share data)
(unaudited)

	For the Three Months Ended May 31,	
	2026	2025
NET INCOME (LOSS) ATTRIBUTABLE TO CBI		
Sales	**$ 2,590.4**	$ 2,677.5
Excise taxes	**(157.7)**	(162.5)
Net sales	**2,432.7**	2,515.0
Cost of product sold	**(1,112.1)**	(1,248.4)
Gross profit	**1,320.6**	1,266.6
Selling, general, and administrative expenses	**(457.0)**	(500.7)
Asset impairment and related expenses	**(18.3)**	(52.1)
Operating income (loss)	**845.3**	713.8
Income (loss) from unconsolidated investments	**0.5**	(3.5)
Interest expense, net	**(85.8)**	(98.9)
Income (loss) before income taxes	**760.0**	611.4
(Provision for) benefit from income taxes	**(88.1)**	(87.6)
Net income (loss)	**671.9**	523.8
Net (income) loss attributable to noncontrolling interests	**(18.1)**	(7.7)
Net income (loss) attributable to CBI	**$ 653.8**	$ 516.1
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO CBI		
Comprehensive income (loss)	**$ 583.1**	$ 888.1
Comprehensive (income) loss attributable to noncontrolling interests	**(14.7)**	(21.3)
Comprehensive income (loss) attributable to CBI	**$ 568.4**	$ 866.8
CLASS A STOCK		
Net income (loss) per common share attributable to CBI – basic	**$ 3.80**	$ 2.90
Net income (loss) per common share attributable to CBI – diluted	**$ 3.79**	$ 2.90
Weighted average common shares outstanding – basic	**172.186**	177.801
Weighted average common shares outstanding – diluted	**172.407**	177.991
Cash dividends declared per common share	**$ 1.03**	$ 1.02

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(in millions)
(unaudited)

	Class A Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Non-controlling Interests	Total
Balance at February 28, 2026	$ 2.1	$ 2,185.7	$ 13,574.4	$ 423.2	$ (8,103.0)	$ 304.5	$ 8,386.9
Comprehensive income (loss):							
Net income (loss)	—	—	653.8	—	—	18.1	671.9
Other comprehensive income (loss), net of income tax effect	—	—	—	(85.4)	—	(3.4)	(88.8)
Comprehensive income (loss)							583.1
Repurchase of shares	—	—	—	—	(223.8)	—	(223.8)
Dividends declared	—	—	(177.9)	—	—	—	(177.9)
Noncontrolling interest distributions	—	—	—	—	—	(25.0)	(25.0)
Shares issued under equity compensation plans	—	(31.7)	—	—	23.5	—	(8.2)
Stock-based compensation	—	14.7	—	—	—	—	14.7
Balance at May 31, 2026	$ 2.1	$ 2,168.7	$ 14,050.3	$ 337.8	$ (8,303.3)	$ 294.2	$ 8,549.8
Balance at February 28, 2025	$ 2.1	$ 2,144.6	$ 12,603.4	$ (662.7)	$ (7,205.4)	$ 252.8	$ 7,134.8
Comprehensive income (loss):							
Net income (loss)	—	—	516.1	—	—	7.7	523.8
Other comprehensive income (loss), net of income tax effect	—	—	—	350.7	—	13.6	364.3
Comprehensive income (loss)							888.1
Repurchase of shares	—	—	—	—	(306.1)	—	(306.1)
Dividends declared	—	—	(180.6)	—	—	—	(180.6)
Noncontrolling interest distributions	—	—	—	—	—	(7.5)	(7.5)
Shares issued under equity compensation plans	—	(24.3)	—	—	17.4	—	(6.9)
Stock-based compensation	—	10.3	—	—	—	—	10.3
Balance at May 31, 2025	$ 2.1	$ 2,130.6	$ 12,938.9	$ (312.0)	$ (7,494.1)	$ 266.6	$ 7,532.1

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(unaudited)

	For the Three Months Ended May 31,	
	2026	2025
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	**$ 671.9**	$ 523.8
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Deferred tax provision (benefit)	**(78.4)**	34.0
Depreciation	**97.6**	105.2
Stock-based compensation	**15.0**	10.4
Noncash lease expense	**33.5**	31.0
Asset impairment and related expenses	**18.3**	52.1
Change in operating assets and liabilities, net of effects from purchase and sale of business:		
Accounts receivable	**(66.4)**	(73.9)
Inventories	**(34.4)**	(20.8)
Prepaid expenses and other current assets	**(23.8)**	(25.8)
Accounts payable	**48.0**	36.7
Other accrued expenses and liabilities	**(7.2)**	(92.3)
Other	**(12.3)**	56.8
Total adjustments	**(10.1)**	113.4
Net cash provided by (used in) operating activities	**661.8**	637.2

CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant, and equipment	**(177.2)**	(192.8)
Purchase of business, net of cash acquired	**(15.3)**	—
Other investing activities	**(0.7)**	(3.3)
Net cash provided by (used in) investing activities	**(193.2)**	(196.1)

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(unaudited)

	For the Three Months Ended May 31,	
	2026	2025
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of long-term debt	**499.7**	499.1
Principal payments of long-term debt	**(601.1)**	(1.0)
Net proceeds from (repayments of) short-term borrowings	**64.4**	(429.2)
Dividends paid	**(178.7)**	(182.2)
Purchases of treasury stock	**(223.8)**	(306.1)
Proceeds from shares issued under equity compensation plans	**3.9**	5.3
Payments of minimum tax withholdings on stock-based payment awards	**(10.2)**	(9.4)
Payments of debt issuance, debt extinguishment, and other financing costs	**(2.9)**	(5.2)
Distributions to noncontrolling interests	**(25.0)**	(7.5)
Payment of contingent consideration	**(0.3)**	(1.4)
Net cash provided by (used in) financing activities	**(474.0)**	(437.6)
Effect of exchange rate changes on cash and cash equivalents	**(0.4)**	2.3
Net increase (decrease) in cash and cash equivalents	**(5.8)**	5.8
Cash and cash equivalents, beginning of period	**102.4**	68.1
Cash and cash equivalents, end of period	**$ 96.6**	$ 73.9

SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Additions to property, plant, and equipment	**$ 103.1**	$ 120.3

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
MAY 31, 2026
(unaudited)

1. BASIS OF PRESENTATION

We have prepared the Financial Statements, without audit, pursuant to the rules and regulations of the SEC applicable to quarterly reporting on Form 10-Q and reflect, in our opinion, all adjustments necessary to present fairly our financial information. All such adjustments are of a normal recurring nature. Certain information and footnote disclosures normally included in financial statements, prepared in accordance with generally accepted accounting principles, have been condensed or omitted as permitted by such rules and regulations. These Financial Statements should be read in conjunction with the consolidated financial statements and related notes included in the 2026 Annual Report. Results of operations for interim periods are not necessarily indicative of annual results.

2. RESTRUCTURING

The 2025 Restructuring Initiative is an enterprise-wide cost savings and restructuring initiative designed to help optimize the performance of our business, including through enhanced organizational efficiency and optimized expenditures across our organization. The majority of the work associated with the 2025 Restructuring Initiative was executed within the year ended February 28, 2026. The 2025 Restructuring Initiative is estimated to result in $130 million of cumulative pre-tax costs once all phases are fully implemented. These costs are expected to be comprised of (i) employee termination costs (50%) and (ii) consulting services as well as other costs, which primarily include contract termination costs (50%).

We recognized pre-tax restructuring costs within selling, general, and administrative expenses in our consolidated results related to the 2025 Restructuring Initiative as follows:

	For the Three Months Ended May 31,	
	2026	2025
(in millions)		
Consulting services	$ 0.5	$ 13.3
Other	0.1	—
	$ 0.6	$ 13.3

Since the inception of the 2025 Restructuring Initiative, we have incurred the following pre-tax restructuring costs:

	Cumulative Costs as of May 31, 2026	Percent of Total Costs
(in millions)		
Employee termination	$ 62.0	51 %
Consulting services	56.0	46 %
Other	4.5	3 %
	$ 122.5	100 %

The activity for the restructuring costs discussed above and the related accruals are as follows:

(in millions)	Employee Termination	Consulting Services	Other	Total
Balance at February 28, 2026 [1]	$ 18.6	$ 29.9	$ 4.2	$ 52.7
Restructuring costs	—	0.5	0.1	0.6
Cash payments	(8.5)	(20.2)	(1.3)	(30.0)
Balance at May 31, 2026 [1]	$ 10.1	$ 10.2	$ 3.0	$ 23.3

[1] The total accrual was recorded in accrued restructuring within other accrued expenses and liabilities on our consolidated balance sheets.

3. INVENTORIES

Inventories are stated at the lower of cost (primarily computed in accordance with the first-in, first-out method) or net realizable value. Elements of cost include materials, labor, and overhead and consist of the following:

(in millions)	May 31, 2026	February 28, 2026
Raw materials and supplies	$ 210.5	$ 204.6
In-process inventories	562.6	549.5
Finished case goods	679.5	679.8
	$ 1,452.6	$ 1,433.9

4. DERIVATIVE INSTRUMENTS

Overview

Our risk management and derivative accounting policies are presented in Notes 1 and 7 of our consolidated financial statements included in our 2026 Annual Report and have not changed significantly for the three months ended May 31, 2026.

The aggregate notional value of outstanding derivative instruments is as follows:

(in millions)	May 31, 2026	February 28, 2026
Derivative instruments designated as hedging instruments		
Foreign currency contracts	$ 2,661.7	$ 2,080.9
Net investment hedge contracts	$ 145.5	$ 145.5
Pre-issuance hedge contracts	$ —	$ 50.0
Derivative instruments not designated as hedging instruments		
Foreign currency contracts	$ 668.9	$ 522.2
Commodity derivative contracts	$ 368.8	$ 335.5

Net investment hedge contracts

In April 2025, we entered into cross-currency swaps to hedge portions of our net investment in certain of our non-U.S. operations against fluctuations in foreign currency exchange rates. These cross-currency swaps are designated as net investment hedges and mature between April 2028 and April 2029. The changes in the fair value of these swaps are recognized as a component of other comprehensive income (loss) and reported in accumulated other

comprehensive income (loss) in our consolidated balance sheets. The gain or loss will be subsequently reclassified into net earnings when the hedged net investment is either sold, liquidated, or substantially liquidated. We assess the effectiveness of our cross-currency swaps using the spot method. Under this method, the periodic interest settlements are recorded directly in earnings through interest expense, net. Accordingly, we recorded interest income of $0.6 million and $0.3 million during the three months ended May 31, 2026, and May 31, 2025, respectively.

Credit risk

We are exposed to credit-related losses if the counterparties to our derivative contracts default. This credit risk is limited to the fair value of the derivative contracts. To manage this risk, we contract only with major financial institutions that have earned investment-grade credit ratings and with whom we have standard International Swaps and Derivatives Association agreements which allow for net settlement of the derivative contracts. We have also established counterparty credit guidelines that are regularly monitored. Because of these safeguards, we believe the risk of loss from counterparty default to be immaterial.

In addition, our derivative instruments are not subject to credit rating contingencies or collateral requirements. As of May 31, 2026, there were no derivative instruments in a net liability position due to counterparties.

Results of period derivative activity

The estimated fair value and location of our derivative instruments on our balance sheets are as follows (see Note 5):

	Assets				Liabilities			
		May 31, 2026		February 28, 2026		May 31, 2026		February 28, 2026
(in millions)								
Derivative instruments designated as hedging instruments								
Foreign currency contracts:								
Prepaid expenses and other	$	136.1	$	156.7	Other accrued expenses and liabilities	$	0.3	$ 0.1
Other assets	$	168.3	$	177.6	Deferred income taxes and other liabilities	$	0.1	$ 0.1
Net investment hedge contracts:								
Other assets	$	—	$	—	Deferred income taxes and other liabilities	$	5.4	$ 6.7
Derivative instruments not designated as hedging instruments								
Foreign currency contracts:								
Prepaid expenses and other	$	2.4	$	0.4	Other accrued expenses and liabilities	$	1.8	$ 0.9
Commodity derivative contracts:								
Prepaid expenses and other	$	52.1	$	22.4	Other accrued expenses and liabilities	$	5.9	$ 5.3
Other assets	$	18.4	$	8.8	Deferred income taxes and other liabilities	$	2.9	$ 2.1

The principal effect of our derivative instruments designated in cash flow hedging relationships on our results of operations, as well as OCI, net of income tax effect, is as follows:

Derivative Instruments in Designated Cash Flow Hedging Relationships	Net Gain (Loss) Recognized in OCI	Location of Net Gain (Loss) Reclassified from AOCI to Income (Loss)	Net Gain (Loss) Reclassified from AOCI to Income (Loss)
(in millions)			
For the Three Months Ended May 31, 2026			
Foreign currency contracts	$ 8.4	Sales	$ 0.1
		Cost of product sold	34.2
Pre-issuance hedge contracts	1.8	Interest expense, net	(0.1)
	$ 10.2		$ 34.2
For the Three Months Ended May 31, 2025			
Foreign currency contracts	$ 123.6	Sales	$ 0.3
		Cost of product sold	5.2
		Selling, general, and administrative expenses	0.2
Pre-issuance hedge contracts	(3.4)	Interest expense, net	—
	$ 120.2		$ 5.7

We expect $126.1 million of net gains, net of income tax effect, to be reclassified from AOCI to our results of operations within the next 12 months.

The effect of our undesignated derivative instruments on our results of operations is as follows:

Derivative Instruments Not Designated as Hedging Instruments	Location of Net Gain (Loss) Recognized in Income (Loss)	Net Gain (Loss) Recognized in Income (Loss)
(in millions)		
For the Three Months Ended May 31, 2026		
Commodity derivative contracts	Cost of product sold	$ 49.3
Foreign currency contracts	Selling, general, and administrative expenses	(2.9)
		$ 46.4
For the Three Months Ended May 31, 2025		
Commodity derivative contracts	Cost of product sold	$ (17.7)
Foreign currency contracts	Selling, general, and administrative expenses	5.0
		$ (12.7)

5. FAIR VALUE OF FINANCIAL INSTRUMENTS

Authoritative guidance establishes a framework for measuring fair value, including a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The hierarchy includes three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities;
- Level 2 inputs include data points that are observable such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical assets or similar assets or liabilities in markets that are not active,

and inputs (other than quoted prices) such as volatility, interest rates, and yield curves that are observable for the asset or liability, either directly or indirectly; and
- Level 3 inputs are unobservable data points for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability.

FAIR VALUE METHODOLOGY

The following methods and assumptions are used to estimate the fair value of our financial instruments:

Derivative instruments

Our derivative instruments consist of foreign currency forward and option contracts, commodity swap contracts, cross-currency swap contracts, interest rate swap contracts, and Pre-issuance hedge contracts. The fair value is estimated based on quoted market prices from respective counterparties. Quotes are corroborated by using discounted cash flow calculations based upon forward interest-rate yield curves, which are obtained from independent pricing services (Level 2 fair value measurement).

Short-term borrowings

Our short-term borrowings consist of our commercial paper program and the revolving credit facility under our senior credit facility. The revolving credit facility is a variable interest rate bearing note with a fixed margin, adjustable based upon our debt rating (as defined in our senior credit facility). For these short-term borrowings, the carrying value approximates the fair value.

Long-term debt

The fair value of our fixed interest rate long-term debt is estimated by discounting cash flows using interest rates currently available for debt with similar terms and maturities (Level 2 fair value measurement). As of May 31, 2026, the carrying amount of long-term debt, including the current portion, was $10,197.5 million, compared with an estimated fair value of $9,588.0 million. As of February 28, 2026, the carrying amount of long-term debt, including the current portion, was $10,296.5 million, compared with an estimated fair value of $9,858.2 million.

The carrying amounts of certain of our financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, approximate fair value as of May 31, 2026, and February 28, 2026, due to the relatively short maturity of these instruments.

Recurring basis measurements

The following table presents our financial assets and liabilities measured at estimated fair value on a recurring basis:

	Fair Value Measurements Using			
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
(in millions)				
May 31, 2026				
Assets:				
Foreign currency contracts	$ —	$ 306.8	$ —	$ 306.8
Commodity derivative contracts	$ —	$ 70.5	$ —	$ 70.5
Liabilities:				
Foreign currency contracts	$ —	$ 2.2	$ —	$ 2.2
Commodity derivative contracts	$ —	$ 8.8	$ —	$ 8.8
Net investment hedge contracts	$ —	$ 5.4	$ —	$ 5.4

	Fair Value Measurements Using			
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
(in millions)				
February 28, 2026				
Assets:				
Foreign currency contracts	$ —	$ 334.7	$ —	$ 334.7
Commodity derivative contracts	$ —	$ 31.2	$ —	$ 31.2
Liabilities:				
Foreign currency contracts	$ —	$ 1.1	$ —	$ 1.1
Commodity derivative contracts	$ —	$ 7.4	$ —	$ 7.4
Net investment hedge contracts	$ —	$ 6.7	$ —	$ 6.7

Nonrecurring basis measurements

The following table presents our assets and liabilities measured at estimated fair value on a nonrecurring basis for which an impairment assessment was performed for the period presented:

		Fair Value Measurements Using			
	Balance Sheet Classification	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Losses
(in millions)					
For the Three Months Ended May 31, 2026					
Assets held for sale and related net assets	Prepaid expenses and other	$ —	$ 18.4	$ —	$ 18.3
For the Three Months Ended May 31, 2025					
Assets held for sale and related net assets	Assets held for sale	$ —	$ 897.7	$ —	$ 52.1

Assets held for sale and related net assets

For the three months ended May 31, 2026, in connection with the New Zealand Wine Divestitures, net assets with a $36.7 million carrying value were adjusted to their estimated fair value of $18.4 million, less costs to sell, resulting in an $18.3 million net loss. This net loss was included in asset impairment and related expenses within our consolidated results for the three months ended May 31, 2026. Our estimated fair value was based on the expected proceeds from this transaction as of May 31, 2026. For additional information, refer to Note 6.

For the three months ended May 31, 2025, largely in connection with the 2025 Wine Divestitures, then-existing assets held for sale and related net assets were adjusted to their current estimated fair value of $897.7 million, less costs to sell, resulting in a $52.1 million net loss. This net loss was included in asset impairment and related expenses within our consolidated results for the three months ended May 31, 2025. Our estimated fair value of the then-existing assets held for sale was largely based on the expected proceeds from the 2025 Wine Divestitures as of May 31, 2025.

6. GOODWILL

The changes in the carrying amount of the Beer segment goodwill are as follows:

(in millions)		
Balance at February 28, 2025	$	5,126.8
Foreign currency translation adjustments		107.1
Balance at February 28, 2026		5,233.9
Purchase accounting allocations [1]		23.1
Foreign currency translation adjustments		(8.1)
Balance at May 31, 2026	$	5,248.9

[1] Preliminary purchase accounting allocations associated with the HOPWTR acquisition (see below).

The carrying amount of our Wine and Spirits segment goodwill was zero as of May 31, 2026, February 28, 2026, and February 28, 2025, respectively.

ACQUISITION

HOPWTR

In April 2026, we purchased the remaining ownership interest in HOPWTR, a premium non-alcoholic brand crafted with hops, adaptogens, and nootropics. HOPWTR has been a part of our corporate ventures portfolio since 2021. This transaction also included the acquisition of goodwill and trademarks. The results of operations of HOPWTR are reported in the Beer segment and have been included in our consolidated results of operations from the date of acquisition.

DIVESTITURES

2025 Wine Divestitures

On June 2, 2025, we sold and, in certain instances, exclusively licensed the trademarks of a portion of our wine and spirits business, primarily centered around our then-owned mainstream wine brands and associated inventory, wineries, vineyards, offices, and facilities. The net cash proceeds from the 2025 Wine Divestitures were used for repayment of debt. Prior to the completion of the 2025 Wine Divestitures, we recorded the results of operations of the divested and exclusively licensed brands in the Wine and Spirits segment.

Assets held for sale

In May 2026, we entered into a definitive agreement to divest eight small-scale domestic-market New Zealand mainstream wine brands and associated inventory, equipment, a winery, and vineyards which were reclassified to net assets held for sale as of May 31, 2026. The carrying value of these net assets is largely included with prepaid expenses and other on our consolidated balance sheet. The New Zealand Wine Divestitures transaction was completed in June 2026, and the net cash proceeds were used for general corporate purposes.

7. INTANGIBLE ASSETS

The major components of intangible assets are as follows:

	May 31, 2026		February 28, 2026	
	Gross Carrying Amount	Net Carrying Amount	Gross Carrying Amount	Net Carrying Amount
(in millions)				
Amortizable intangible assets				
Customer relationships	$ 85.4	$ 13.2	$ 85.4	$ 13.6
Other	19.6	0.3	19.6	0.3
Total	$ 105.0	13.5	$ 105.0	13.9
Nonamortizable intangible assets				
Trademarks		2,523.3		2,519.1
Total intangible assets		$ 2,536.8		$ 2,533.0

We did not incur costs to renew or extend the term of acquired intangible assets for the three months ended May 31, 2026, and May 31, 2025. Net carrying amount represents the gross carrying value net of accumulated amortization.

8. BORROWINGS

Borrowings consist of the following:

	May 31, 2026			February 28, 2026
	Current	Long-term	Total	Total
(in millions)				
Short-term borrowings				
Commercial paper	$ 336.3			$ 272.0
	$ 336.3			$ 272.0
Long-term debt				
Senior notes	$ 1,098.8	$ 9,086.4	$ 10,185.2	$ 10,285.3
Other	3.8	8.5	12.3	11.2
	$ 1,102.6	$ 9,094.9	$ 10,197.5	$ 10,296.5

2025 Credit Agreement

The Company, CB International, the Administrative Agent, and certain other lenders are parties to the 2025 Credit Agreement. Information with respect to borrowings under the 2025 Credit Agreement is as follows:

	Outstanding borrowings	Interest rate	SOFR margin	Outstanding letters of credit	Remaining borrowing capacity [1]
(in millions)					
May 31, 2026					
Revolving credit facility [2] [3]	$ —	— %	— %	$ 10.9	$ 1,902.6
February 28, 2026					
Revolving credit facility [2] [3]	$ —	— %	— %	$ 11.3	$ 1,966.6

[1] Net of outstanding revolving credit facility borrowings and outstanding letters of credit under the 2025 Credit Agreement, and outstanding borrowings under our commercial paper program of $336.5 million and $272.1

million (excluding unamortized discount) as of May 31, 2026, and February 28, 2026, respectively (see "Commercial paper program" below).

(2) Contractual interest rate varies based on our debt rating (as defined in the agreement) and is a function of SOFR plus a margin and a credit spread adjustment, or the base rate plus a margin, or, in certain circumstances where SOFR cannot be adequately ascertained or available, an alternative benchmark rate plus a margin.

(3) We and/or CB International are the borrower under the $2,250.0 million revolving credit facility with a maturity date of April 28, 2030. Includes a sub-facility for letters of credit of up to $200.0 million.

We and our subsidiaries are subject to covenants that are contained in the 2025 Credit Agreement, including those restricting the incurrence of additional subsidiary indebtedness, additional liens, mergers and consolidations, transactions with affiliates, and sale and leaseback transactions, in each case subject to numerous conditions, exceptions, and thresholds. The financial covenants are limited to a minimum interest coverage ratio and a maximum net leverage ratio.

Commercial paper program

We have a commercial paper program which provides for the issuance of up to an aggregate principal amount of $2.25 billion of commercial paper. Our commercial paper program is backed by unused commitments under our revolving credit facility under our 2025 Credit Agreement. Accordingly, outstanding borrowings under our commercial paper program reduce the amount available under our revolving credit facility. Information with respect to our outstanding commercial paper borrowings is as follows:

(in millions)	May 31, 2026	February 28, 2026
Outstanding borrowings [1]	$ 336.3	$ 272.0
Weighted average annual interest rate	4.1 %	3.9 %
Weighted average remaining term	5 days	6 days

(1) Outstanding commercial paper borrowings are net of unamortized discount.

Senior notes

In May 2026, we issued $500.0 million aggregate principal amount of 4.85% senior notes due May 2031. Proceeds from this offering, net of discount and debt issuance costs, were $496.8 million. Interest on the 4.85% May 2026 Senior Notes is payable semiannually on May 6 and November 6 of each year, beginning November 6, 2026. The 4.85% May 2026 Senior Notes are redeemable, in whole or in part, at our option at any time prior to April 6, 2031, at a redemption price equal to 100% of the outstanding principal amount, plus accrued and unpaid interest and a make-whole payment based on the present value of the future payments at the adjusted treasury rate, as defined in the applicable indenture, plus 15 basis points. On or after April 6, 2031, we may redeem the 4.85% May 2026 Senior Notes, in whole or in part, at our option at any time at a redemption price equal to 100% of the outstanding principal amount, plus accrued and unpaid interest. The 4.85% May 2026 Senior Notes are senior unsecured obligations which rank equally in right of payment to all of our existing and future senior unsecured indebtedness.

On May 18, 2026, we redeemed $600.0 million aggregate principal amount of 3.70% December 2016 Senior Notes prior to maturity using proceeds from the 4.85% May 2026 Senior Notes and commercial paper borrowings at a redemption price equal to 100% of the outstanding principal amount plus accrued and unpaid interest.

Debt payments

As of May 31, 2026, the required principal repayments under long-term debt obligations (excluding unamortized debt issuance costs and unamortized discounts of $45.2 million and $19.6 million, respectively) for the remaining nine months of Fiscal 2027 and for each of the five succeeding fiscal years and thereafter are as follows:

(in millions)		
Fiscal 2027	$	2.8
Fiscal 2028		1,803.0
Fiscal 2029		902.4
Fiscal 2030		802.0
Fiscal 2031		1,101.4
Fiscal 2032		1,500.6
Thereafter		4,150.1
	$	10,262.3

9. INCOME TAXES

Overview

Our effective tax rate for the three months ended May 31, 2026, and May 31, 2025, was 11.6% and 14.3%, respectively.

For the three months ended May 31, 2026, our effective tax rate was lower than the federal statutory rate of 21% largely due to the benefit of lower effective tax rates applicable to our foreign businesses, partially offset by (i) certain tax legislation updates, (ii) adjustments to tax attributes, and (iii) changes to valuation allowances.

For the three months ended May 31, 2025, our effective tax rate was lower than the federal statutory rate of 21% largely due to (i) the benefit of lower effective tax rates applicable to our foreign businesses and (ii) a net income tax benefit recognized as a result of the resolution of various tax examinations and assessments related to prior periods.

Tax Legislation

OB3 Act

On July 4, 2025, the OB3 Act was signed into U.S. law. The OB3 Act extends and modifies several provisions originally introduced under the Tax Cuts and Jobs Act of 2017, while also implementing additional changes to U.S. federal tax law. Key provisions of the OB3 Act include (i) the permanent extension of 100% bonus depreciation for qualifying assets, (ii) the elimination of the requirement to capitalize and amortize U.S.-based research and experimental expenditures, allowing for immediate expensing, (iii) changes to the limitation on the deductibility of interest expense, and (iv) modifications to the taxation of foreign earnings and other international income tax provisions. The OB3 Act contains multiple effective dates, with certain provisions taking effect beginning in calendar year 2025 and others phased in through calendar year 2027.

We have performed an evaluation of the impact of the OB3 Act on our consolidated financial statements, including the effects on our annual effective tax rate, deferred tax assets and liabilities, and cash flows. Based on this analysis and activities performed in response to the legislation, there will be a negative impact on our effective tax rate for Fiscal 2027, primarily driven by modifications to the taxation of foreign earnings and other international income tax provisions.

Pillar Two

The OECD introduced a framework under Pillar Two which includes a 15% global minimum tax rate. Many jurisdictions in which we do business have started to enact laws implementing Pillar Two. We are monitoring these developments and currently do not believe these rules will have a material impact on our financial condition and/or consolidated results.

10. STOCKHOLDERS' EQUITY

Common stock

The number of shares of common stock issued and treasury stock, and associated share activity, are as follows:

	Class A Stock	Class 1 Stock	Class A Stock in Treasury
Balance at February 28, 2026	212,699,542	25,923	39,927,096
Share repurchases	—	—	1,465,295
Exercise of stock options	—	—	(24,772)
Vesting of restricted stock units [1]	—	—	(122,930)
Vesting of performance share units [1]	—	—	(12,043)
Balance at May 31, 2026	212,699,542	25,923	41,232,646
Balance at February 28, 2025	212,698,298	27,037	34,505,141
Share repurchases	—	—	1,634,718
Exercise of stock options	—	130	(38,775)
Vesting of restricted stock units [1]	—	—	(98,959)
Balance at May 31, 2025	212,698,298	27,167	36,002,125

[1] Net of the following shares withheld to satisfy tax withholding requirements:

	For the Three Months Ended May 31,
2026	
Restricted Stock Units	60,594
Performance Share Units	5,992
2025	
Restricted Stock Units	50,720

Stock repurchases

In April 2025, our Board of Directors authorized the repurchase of up to $4.0 billion of our publicly traded common stock under the 2025 Authorization, which expires in February 2028. Shares repurchased under this authorization become treasury shares. For the three months ended May 31, 2026, we repurchased 1,465,295 shares of Class A Stock pursuant to the 2025 Authorization through open market transactions at an aggregate cost of $223.8 million. Subsequent to May 31, 2026, we repurchased 714,387 shares of Class A Stock pursuant to the 2025 Authorization at an aggregate cost of $100.0 million through open market transactions made pursuant to a Rule 10b5-1 trading plan. As of June 26, 2026, $2,752.1 million remains available for future share repurchases, excluding the impact of Federal excise tax owed pursuant to the IRA.

11. NET INCOME (LOSS) PER COMMON SHARE ATTRIBUTABLE TO CBI

Net income (loss) per common share attributable to CBI (hereafter referred to as "net income (loss) per common share") – basic for Class A Stock has been computed based on the weighted average shares of common stock outstanding during the period. Net income (loss) per common share – diluted for Class A Stock reflects the weighted average shares of common stock plus the effect of dilutive securities outstanding during the period using the treasury stock method. The effect of dilutive securities includes the impact of outstanding stock-based awards. The dilutive computation does not assume conversion, exercise, or contingent issuance of securities that would have an anti-

dilutive effect on the net income (loss) per common share. The computation of basic and diluted net income (loss) per common share for Class A Stock are as follows:

	For the Three Months Ended May 31,	
	2026	2025
(in millions, except per share data)		
Net income (loss) attributable to CBI	$ 653.8	$ 516.1
Weighted average common shares outstanding – basic	172.186	177.801
Stock-based awards [1]	0.221	0.190
Weighted average common shares outstanding – diluted	172.407	177.991
Net income (loss) per common share attributable to CBI – basic	$ 3.80	$ 2.90
Net income (loss) per common share attributable to CBI – diluted	$ 3.79	$ 2.90

[1] Primarily includes performance share units and restricted stock units for the three months ended May 31, 2026 and stock options and restricted stock units for the three months ended May 31, 2025.

The following stock-based awards were excluded from the computation of diluted net income (loss) per common share for Class A Stock, as the effect of including these would have been anti-dilutive:

	For the Three Months Ended May 31,	
	2026	2025
(in millions, except exercise price)		
Stock-based awards, primarily stock options	2.876	1.938
Weighted average exercise price, stock options	$ 206.84	$ 235.64

12. COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO CBI

Comprehensive income (loss) consists of net income (loss), foreign currency translation adjustments, unrealized net gain (loss) on derivative instruments, including cash flow and net investment hedges, pension/postretirement adjustments, and our share of OCI of equity method investments. The reconciliation of net income (loss) attributable to CBI to comprehensive income (loss) attributable to CBI is as follows:

	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount
(in millions)			
For the Three Months Ended May 31, 2026			
Net income (loss) attributable to CBI			$ 653.8
Other comprehensive income (loss) attributable to CBI:			
Foreign currency translation adjustments:			
Net gain (loss)	$ (64.1)	$ —	(64.1)
Amounts reclassified	—	—	—
Net gain (loss) recognized in other comprehensive income (loss)	(64.1)	—	(64.1)
Unrealized gain (loss) on cash flow hedges:			
Net cash flow hedge gain (loss)	11.5	(2.0)	9.5
Amounts reclassified	(36.8)	4.4	(32.4)
Net gain (loss) recognized in other comprehensive income (loss)	(25.3)	2.4	(22.9)

(in millions)	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount
Unrealized gain (loss) on net investment hedges:			
Net investment hedge gain (loss)	1.3	(0.3)	1.0
Amounts reclassified	—	—	—
Net gain (loss) recognized in other comprehensive income (loss)	1.3	(0.3)	1.0
Pension/postretirement adjustments:			
Net actuarial gain (loss)	0.1	—	0.1
Amounts reclassified	—	—	—
Net gain (loss) recognized in other comprehensive income (loss)	0.1	—	0.1
Share of OCI of equity method investments:			
Net gain (loss)	—	—	—
Amounts reclassified	0.6	(0.1)	0.5
Net gain (loss) recognized in other comprehensive income (loss)	0.6	(0.1)	0.5
Other comprehensive income (loss) attributable to CBI	$ (87.4)	$ 2.0	(85.4)
Comprehensive income (loss) attributable to CBI			$ 568.4
For the Three Months Ended May 31, 2025			
Net income (loss) attributable to CBI			$ 516.1
Other comprehensive income (loss) attributable to CBI:			
Foreign currency translation adjustments:			
Net gain (loss)	$ 243.5	$ —	243.5
Amounts reclassified	—	—	—
Net gain (loss) recognized in other comprehensive income (loss)	243.5	—	243.5
Unrealized gain (loss) on cash flow hedges:			
Net cash flow hedge gain (loss)	130.6	(16.1)	114.5
Amounts reclassified	(5.7)	0.5	(5.2)
Net gain (loss) recognized in other comprehensive income (loss)	124.9	(15.6)	109.3
Unrealized gain (loss) on net investment hedges:			
Net investment hedge gain (loss)	(3.0)	0.7	(2.3)
Amounts reclassified	—	—	—
Net gain (loss) recognized in other comprehensive income (loss)	(3.0)	0.7	(2.3)
Share of OCI of equity method investments:			
Net gain (loss)	—	—	—
Amounts reclassified	0.3	(0.1)	0.2
Net gain (loss) recognized in other comprehensive income (loss)	0.3	(0.1)	0.2
Other comprehensive income (loss) attributable to CBI	$ 365.7	$ (15.0)	350.7
Comprehensive income (loss) attributable to CBI			$ 866.8

Accumulated other comprehensive income (loss), net of income tax effect, includes the following components:

(in millions)	Foreign Currency Translation Adjustments	Unrealized Net Gain (Loss) on Derivative Instruments	Pension/ Postretirement Adjustments	Share of OCI of Equity Method Investments	Accumulated Other Comprehensive Income (Loss)
Balance at February 28, 2026	$ 143.8	$ 285.4	$ (5.5)	$ (0.5)	$ 423.2
Other comprehensive income (loss):					
Other comprehensive income (loss) before reclassification adjustments	(64.1)	10.5	0.1	—	(53.5)
Amounts reclassified from accumulated other comprehensive income (loss)	—	(32.4)	—	0.5	(31.9)
Other comprehensive income (loss)	(64.1)	(21.9)	0.1	0.5	(85.4)
Balance at May 31, 2026	$ 79.7	$ 263.5	$ (5.4)	$ —	$ 337.8

13. BUSINESS SEGMENT INFORMATION

Our internal management financial reporting consists of two business divisions: (i) Beer and (ii) Wine and Spirits and we report our operating results in three segments: (i) Beer, (ii) Wine and Spirits, and (iii) Corporate Operations and Other. In the Beer segment, our portfolio consists of high-end imported beer brands and ABAs. We have an exclusive perpetual brand license to produce our beer portfolio and to import, market, and sell such portfolio in the U.S. In the Wine and Spirits segment, we sell a portfolio comprised of exclusively higher-end wine and spirits brands. Amounts included in the Corporate Operations and Other segment consist of costs of corporate communications, corporate development, corporate finance, corporate strategy, executive management, human resources, internal audit, investor relations, IT, legal, and public affairs, as well as our investments such as those made through our corporate venture capital function. All costs included in the Corporate Operations and Other segment are general costs that are applicable to the consolidated group and are, therefore, not allocated to the other reportable segments. All costs reported within the Corporate Operations and Other segment are not included in our CODM's evaluation of the operating income (loss) performance of the other reportable segments. Our CODM is our President and Chief Executive Officer. The business segments reflect how our operations are managed, how resources are allocated, how operating performance is evaluated by senior management, and the structure of our internal financial reporting. Long-lived tangible assets and total asset information by segment is not provided to, or reviewed by, our CODM as it is not used to make strategic decisions, allocate resources, or assess performance. Our CODM utilizes segment comparable operating income (loss) performance in deciding how to deploy capital in line with disciplined and balanced priorities. These priorities largely include investing in our people and our brands, making capital investments and strategic acquisitions, providing a cash dividend program, and from time-to-time, repurchasing shares of our common stock. Our CODM also monitors budgeted versus actual results in assessing segment operating performance and understanding underlying business trends.

Management excludes Comparable Adjustments from its evaluation of the results of each operating segment as these Comparable Adjustments are not reflective of core operations of the segments. Segment operating performance and the incentive compensation of segment management are evaluated based on core segment operating income (loss) which does not include the impact of these Comparable Adjustments, collectively referred to as comparable operating income (loss). We evaluate segment operating performance based on comparable operating income (loss) of the respective business units.

The accounting policies of the segments are the same as those described for the Company in Note 1 of our consolidated financial statements included in our 2026 Annual Report. Segment information is as follows:

(in millions)	Beer	Wine and Spirits	Corporate Operations and Other	Consolidated
For the Three Months Ended May 31, 2026				
Net sales	$ 2,283.5	$ 149.2	$ —	$ 2,432.7
Cost of product sold [1]	(1,065.3)	(85.1)	—	
Marketing	(205.7)	(16.4)	—	
% Net sales	*9.0 %*	*11.0 %*		
General and administrative expenses [1]	(121.1)	(48.8)	(56.1)	
Comparable operating income (loss) [1]	891.4	(1.1)	(56.1)	834.2
Operating margin	*39.0 %*	*(0.7)%*		
Comparable Adjustments [2]				11.1
Operating income (loss)				845.3
Income (loss) from unconsolidated investments [3]				0.5
Interest expense, net [4]				(85.8)
Income (loss) before income taxes				$ 760.0
Capital expenditures	$ 164.3	$ 9.8	$ 3.1	$ 177.2
Depreciation and amortization	$ 77.3	$ 15.5	$ 5.1	$ 97.9
% Net sales	*3.4 %*	*10.4 %*		
For the Three Months Ended May 31, 2025				
Net sales	$ 2,234.5	$ 280.5	$ —	$ 2,515.0
Cost of product sold [1]	(1,047.5)	(184.4)	—	
Marketing	(200.5)	(34.9)	—	
% Net sales	*9.0 %*	*12.4 %*		
General and administrative expenses [1]	(113.1)	(67.2)	(57.5)	
Comparable operating income (loss) [1]	873.4	(6.0)	(57.5)	809.9
Operating margin	*39.1 %*	*(2.1)%*		
Comparable Adjustments [2]				(96.1)
Operating income (loss)				713.8
Income (loss) from unconsolidated investments [3]				(3.5)
Interest expense, net [4]				(98.9)
Income (loss) before income taxes				$ 611.4
Capital expenditures	$ 173.2	$ 18.0	$ 1.6	$ 192.8
Depreciation and amortization	$ 76.8	$ 22.2	$ 6.5	$ 105.5
% Net sales	*3.4 %*	*7.9 %*		

[1] Amounts are determined and presented on a non-GAAP basis and are intended to reflect our core operations.

(2) Comparable Adjustments that impacted comparability in our segment operating income (loss) for each period are as follows:

	For the Three Months Ended May 31,	
	2026	2025
(in millions)		
Cost of product sold		
Net gain (loss) on undesignated commodity derivative contracts	$ 49.3	$ (17.7)
Settlements of undesignated commodity derivative contracts	(9.4)	2.5
Flow through of inventory step-up	(1.0)	(0.9)
Strategic business reconfiguration costs, net	(0.6)	(0.4)
Comparable Adjustments, Cost of product sold	38.3	(16.5)
Selling, general, and administrative expenses		
Transition services agreements activity	(5.1)	(5.5)
2025 Restructuring Initiative	(0.6)	(13.3)
Strategic business reconfiguration costs, net	0.3	(5.2)
Other gains (losses) (i)	(3.5)	(3.5)
Comparable Adjustments, selling, general, and administrative expenses	(8.9)	(27.5)
Asset impairment and related expenses	(18.3)	(52.1)
Comparable Adjustments, Operating income (loss)	$ 11.1	$ (96.1)

(i) Primarily includes the following:

	For the Three Months Ended May 31,	
	2026	2025
(in millions)		
Gain (loss) on sale of business	$ (2.5)	$ (1.4)
Transaction, integration, and other acquisition-related costs	$ (1.0)	$ (2.1)

(3) Income (loss) from unconsolidated investments consists of equity in earnings (losses) from equity method investees.

(4) Interest expense, net consists of:

	For the Three Months Ended May 31,	
	2026	2025
(in millions)		
Interest expense	$ (87.7)	$ (100.6)
Interest income	2.2	1.7
Loss on extinguishment of debt	(0.3)	—
	$ (85.8)	$ (98.9)

14. ACCOUNTING GUIDANCE NOT YET ADOPTED

Disaggregation of income statement expenses

In November 2024, the FASB issued a standard requiring disaggregated information about certain income statement expense line items to be disclosed on an annual and interim basis. We are required to adopt these disclosures for our annual period ending February 29, 2028, with early adoption permitted and this standard may be applied retrospectively. We expect this standard to impact our disclosures with no material impacts to our results of operations, cash flows, or financial condition.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

INTRODUCTION

This MD&A provides additional information on our businesses, current developments, financial condition, cash flows, and results of operations. It should be read in conjunction with our Financial Statements and with our consolidated financial statements and notes included in our 2026 Annual Report. This MD&A is organized as follows:

Overview

This section provides a general description of our business, which we believe is important in understanding the results of our operations, financial condition, and potential future trends.

Strategy

This section provides a description of our strategy, including our 2025 Restructuring Initiative, and a discussion of a recent development and certain acquisitions and divestitures.

Results of operations

This section provides an analysis of our results of operations presented on a business segment basis for the three months ended May 31, 2026, and May 31, 2025. In addition, a brief description of certain transactions and other items that affect the comparability of the results is provided.

Liquidity and capital resources

This section provides an analysis of our cash flows, outstanding debt, and liquidity position. Included in the analysis of outstanding debt is a discussion of the financial capacity available to fund our on-going operations and future commitments, as well as a discussion of other financing arrangements.

OVERVIEW

We are an international producer and marketer of beer, wine, and spirits with operations in the U.S., Mexico, New Zealand, and Italy with powerful, consumer-connected, high-quality brands like Modelo Especial, Corona Extra, Pacifico, Victoria, Kim Crawford, Ruffino, The Prisoner Wine Company, Robert Mondavi Winery, Mi CAMPO, and High West. In the U.S., we are one of the top dollar share gainers among beverage alcohol suppliers. We are also the second-largest beer company and have the #1 beer brand, Modelo Especial, in dollar sales in the U.S. We continued to strengthen our leadership position in the U.S. beer market as the #1 dollar share gainer in the overall U.S. beer market and the #2 dollar share gainer in the high-end. Within wine and spirits, we have implemented a multi-year strategy that

repositioned this business to a portfolio of exclusively higher-end brands that we believe is positioned for long-term growth, aligned to our focus on consumer-led premiumization trends, and we continue to progressively expand our supply channels through DTC and international markets. The strength of our brands makes us a supplier of choice to many of our consumers and our Customers, which include wholesale distributors and retailers. We conduct our business through entities we wholly own as well as through a variety of joint ventures and other entities.

Our internal management financial reporting consists of two business divisions: (i) Beer and (ii) Wine and Spirits and we report our operating results in three segments: (i) Beer, (ii) Wine and Spirits, and (iii) Corporate Operations and Other. In the Beer segment, our portfolio consists of high-end imported beer brands and ABAs. We have an exclusive perpetual brand license to produce our beer portfolio and to import, market, and sell such portfolio in the U.S. In the Wine and Spirits segment, we sell a portfolio comprised of exclusively higher-end wine and spirits brands. Amounts included in the Corporate Operations and Other segment consist of costs of corporate communications, corporate development, corporate finance, corporate strategy, executive management, human resources, internal audit, investor relations, IT, legal, and public affairs, as well as our investments such as those made through our corporate venture capital function. All costs included in the Corporate Operations and Other segment are general costs that are applicable to the consolidated group and are, therefore, not allocated to the other reportable segments. All costs reported within the Corporate Operations and Other segment are not included in our CODM's evaluation of the operating income (loss) performance of the other reportable segments. The business segments reflect how our operations are managed, how resources are allocated, how operating performance is evaluated by senior management, and the structure of our internal financial reporting.

STRATEGY

Our overall strategic vision is to consistently deliver industry-leading total stockholder returns over the long-term through a focus on these key pillars:

- continue to build strong brands people love with advantaged routes to market;
- build a culture that is consumer-obsessed and leverages robust innovation capabilities to stay on the forefront of consumer trends;
- deploy capital in line with disciplined and balanced priorities;
- empower the whole enterprise to achieve best-in-class operational efficiency; and
- deliver on impactful environmental, social, and governance initiatives that we believe are not only good business, but also good for the world.

We will continue to strive for success by ensuring consumer-led decision making drives all aspects of our business; building a strong talent pipeline with best-in-class people development; investing in infrastructure that supports and enables our business, including data systems and architecture; and exemplifying intentional and proactive fiscal management. We place focus on positioning our portfolio on higher-margin, higher-growth categories of the beverage alcohol industry to align with our strategy to address consumer-led premiumization, product, and purchasing trends, which we anticipate will continue to drive stronger growth rates relative to the industry. To capitalize on these ongoing trends and evolving consumer occasions and preferences, we will continue to employ our strategy dedicated to organic growth of our existing portfolio, supplemented by targeted investments and acquisitions. Our ongoing digital acceleration initiatives are aimed at driving results by enhancing our technology, data, and digital capabilities in key areas. Additionally, we believe our continued focus on maintaining a strong balance sheet provides a solid financial foundation to support our broader strategic initiatives.

Our business strategy for the Beer segment focuses on upholding our leadership position in the U.S. beer market, including as a leader in the high-end segment, and continuing to seek to grow our high-end imported beer brands through maintenance of leading margins, enhancements to our results of operations and operating cash flow, and exploring new avenues for growth. In Fiscal 2027, we intend to continue to increase distribution for key brands,

optimize growth through differentiated brand positioning, price pack architecture, and market prioritization as well as invest in the next phase of modular capacity additions necessary to support our anticipated future growth. Modular capacity addition activities continue under our Brewery Projects. Additionally, we continue to focus on consumer-led innovation by creating new line extensions behind celebrated, trusted brands and package formats, as well as new to world brands, that are intended to meet emerging needs.

Our business strategy for the Wine and Spirits segment continues to focus on delivering long-term growth. With our portfolio of exclusively higher-end brands and our continued focus on operational efficiencies, we remain committed to improving margins and driving growth. We intend to expand our brands across U.S. wholesale, international markets, and DTC channels (including hospitality) to maximize our total addressable market opportunity by leveraging our global, omni-channel capabilities.

Marketing, sales, and distribution of our products are primarily managed on a geographic basis allowing us to leverage leading market positions. In addition, market dynamics and consumer trends vary across each of our markets. Within our primary market in the U.S., we offer a range of beverage alcohol products across the imported beer, ABA, and branded wine and spirits categories, with generally separate distribution networks utilized for (i) our beer portfolio and (ii) our wine and spirits portfolio. The environment for our products is competitive in each of our markets.

We remain committed to our long-term financial model of: growing sales, expanding margins, and increasing cash flow in order to continue to achieve comparable earnings per share growth as well as our target ratios for (i) comparable net leverage and (ii) dividend payout; investing to support the growth of our business; and delivering additional returns to stockholders through periodic share repurchases. Our results of operations and financial condition have been and may continue to be affected by the dynamic and evolving consumer environment largely driven by ongoing economic uncertainty and additional headwinds from other socioeconomic factors. These factors may include subdued spend, depressed sentiment, value-seeking behaviors, higher consumer prices and reductions in the discretionary income available to purchase our products among consumers, including from increased gas prices, elevated unemployment, inflation, other unfavorable global and regional economic conditions, demographic trends in the U.S., global supply chain disruptions and constraints, geopolitical events and tensions, wars, and military conflicts, including the conflict in the Middle East.

Developments in international trade relations, including significant additional changes in U.S. trade policy and actions which may include threatened, new, and increased tariffs imposed by the U.S. government on other countries, retaliatory tariffs and actions imposed on certain U.S. goods, and subsequent modifications and delays to or invalidation of various tariffs as well as associated litigation and developments have produced heightened uncertainty with respect to trade and tariff policies and regulations affecting trade between the U.S. and other countries, which could continue to alter the global trade environment. For example, the U.S. government has imposed tariffs on certain product imports, including on aluminum and aluminum derivatives, and certain other countries have implemented tariffs and other actions on U.S. goods, such as boycotts and tariffs on certain product imports originating from the U.S. imposed by the Canadian federal and some provincial governments and retaliatory tariffs in other international markets, although some of these tariffs were subsequently modified, delayed, suspended, or invalidated. Various tariffs and other actions negatively impacted our Fiscal 2026 and First Quarter 2027 results of operations. In April 2026, the U.S. government removed beer made from malt, which includes our beer products, from the scope of the Section 232 aluminum and aluminum derivative tariffs that had been in place at various rates since February 2025.

We expect some or all of these market conditions and their impacts to continue in Fiscal 2027 which could have a material impact on our results of operations and financial condition. We intend to continue to monitor the dynamic and evolving consumer and socioeconomic environments and their impacts on our business. In addition, we have executed the majority of the work associated with the 2025 Restructuring Initiative, which is an enterprise-wide cost savings and restructuring initiative designed to help optimize the performance of our business, including through enhanced organizational efficiency and optimized expenditures across our organization. We also intend to continue

our commodity and foreign exchange hedging programs. However, there can be no assurance that we will be able to adequately respond to softer consumer demand trends or fully mitigate rising costs, including as a result of new or increased tariffs, through increased selling prices, cost, productivity, efficiency, and inventory management initiatives, optimized marketing plans, and/or our commodity and foreign exchange hedging programs. Furthermore, to the extent severe weather events that impact our business, such as wildfires, droughts, floods, extreme heat, and/or late frosts, or other weather conditions that constrain purchasing occasions for our consumers, continue to occur or accelerate in future periods, it could have a material impact on our results of operations and financial condition.

2025 Restructuring Initiative

We have implemented the 2025 Restructuring Initiative which is expected to yield over $200 million in net annualized cost savings by Fiscal 2028. The majority of the work associated with the 2025 Restructuring Initiative was executed within Fiscal 2026. The 2025 Restructuring Initiative is estimated to result in nearly $130 million of cumulative pre-tax costs once all phases are fully implemented. In connection with the 2025 Restructuring Initiative, we recognized $0.6 million of pre-tax restructuring costs in First Quarter 2027 and $122.5 million of cumulative pre-tax costs since the inception of this initiative. These costs were included in selling, general, and administrative costs within our consolidated results. For additional information on the 2025 Restructuring Initiative, refer to Note 2.

Recent Development

New Zealand Wine Divestitures

In May 2026, we entered into a definitive agreement to divest eight small-scale domestic-market New Zealand mainstream wine brands and associated inventory, equipment, a winery, and vineyards which were reclassified to net assets held for sale as of May 31, 2026. The New Zealand Wine Divestitures transaction was completed in June 2026 and supports our strategic focus on consumer-led premiumization trends and meeting the evolving needs of our consumers. The net cash proceeds from this transaction were used for general corporate purposes.

Acquisitions and Divestitures

Beer segment

HOPWTR

In April 2026, we purchased the remaining ownership interest in HOPWTR, a premium non-alcoholic brand crafted with hops, adaptogens, and nootropics, which has been a part of our corporate ventures portfolio since 2021. This acquisition supports our strategic focus on meeting the evolving needs of our consumers.

Wine and Spirits segment

2025 Wine Divestitures

On June 2, 2025, we sold and, in certain instances, exclusively licensed the trademarks of a portion of our wine and spirits business, primarily centered around our then-owned mainstream wine brands and associated inventory, wineries, vineyards, offices, and facilities. We received $845.9 million of cash proceeds, which were used for the repayment of debt. This divestiture supports our strategic focus on consumer-led premiumization trends and meeting the evolving needs of our consumers.

For additional information on these acquisitions and divestitures refer to Note 6.

RESULTS OF OPERATIONS

Financial Highlights

References to organic throughout the following discussion exclude the impact of the 2025 Wine Divestitures, where appropriate.

First Quarter 2027 compared to First Quarter 2026

Net sales decreased 3% largely due to the lower net sales as a result of the 2025 Wine Divestitures, partially offset by an increase in Beer net sales driven primarily by shipment volume growth and favorable impact from pricing.

Operating income increased 18% largely due to (i) favorable Comparable Adjustments led by net gains recognized on undesignated commodity derivative contracts for First Quarter 2027 compared with net losses for First Quarter 2026 and lower First Quarter 2027 losses associated with asset impairment and related expenses and (ii) continued successful execution of efficiency and cost optimization initiatives, including the 2025 Restructuring Initiative, partially offset by the lower net sales as a result of the 2025 Wine Divestitures.

Net income attributable to CBI and diluted net income per common share attributable to CBI increased 27% and 31%, respectively, largely due to the items discussed above.

Comparable Adjustments

Management excludes items that affect comparability from its evaluation of the results of each operating segment as these Comparable Adjustments are not reflective of core operations of the segments. Segment operating performance and the incentive compensation of segment management are evaluated based on core segment operating income (loss) which does not include the impact of these Comparable Adjustments.

As more fully described herein and in the related Notes, the Comparable Adjustments that impacted comparability in our segment results for each period are as follows:

	First Quarter 2027	First Quarter 2026
(in millions)		
Cost of product sold		
Net gain (loss) on undesignated commodity derivative contracts	$ 49.3	$ (17.7)
Settlements of undesignated commodity derivative contracts	(9.4)	2.5
Flow through of inventory step-up	(1.0)	(0.9)
Strategic business reconfiguration costs, net	(0.6)	(0.4)
Comparable Adjustments, Cost of product sold	38.3	(16.5)
Selling, general, and administrative expenses		
Transition services agreements activity	(5.1)	(5.5)
2025 Restructuring Initiative	(0.6)	(13.3)
Strategic business reconfiguration costs, net	0.3	(5.2)
Other gains (losses)	(3.5)	(3.5)
Comparable Adjustments, Selling, general, and administrative expenses	(8.9)	(27.5)
Asset impairment and related expenses	(18.3)	(52.1)
Comparable Adjustments, Operating income (loss)	$ 11.1	$ (96.1)

Cost of product sold

Undesignated commodity derivative contracts

Net gain (loss) on undesignated commodity derivative contracts represents a net gain (loss) from the changes in fair value of undesignated commodity derivative contracts. The net gain (loss) is reported outside of segment operating results until such time that the underlying exposure is recognized in the segment operating results. At settlement, the net gain (loss) from the changes in fair value of the undesignated commodity derivative contracts is reported in the appropriate operating segment, allowing the results of our operating segments to reflect the economic effects of the commodity derivative contracts without the resulting unrealized mark to fair value volatility.

Flow through of inventory step-up

In connection with acquisitions, the allocation of purchase price in excess of book value for certain inventories on hand at the date of acquisition is referred to as inventory step-up. Inventory step-up represents an assumed manufacturing profit attributable to the acquired business prior to acquisition.

Strategic business reconfiguration costs, net

We recognized net costs primarily in connection with losses on write-downs of excess inventory resulting from our initiatives to streamline operations, improve efficiencies, and reduce our cost structure primarily within our Wine and Spirits segment.

Selling, general, and administrative expenses

Transition services agreements activity

We recognized costs in connection with transition services agreements related to the previous sales of portions of our wine and spirits business.

2025 Restructuring Initiative

We recognized costs in connection with an enterprise-wide cost savings and restructuring initiative designed to help optimize the performance of our business.

Strategic business reconfiguration costs, net

We recognized net costs in connection with activities intended to streamline operations, improve efficiencies, and reduce our cost structure.

Other gains (losses)

We recognized other gains (losses) primarily as of result of net losses from the sales of businesses.

Asset impairment and related expenses

We recognized (i) an impairment on assets held for sale in connection with the New Zealand Wine Divestitures (First Quarter 2027) and (ii) contract liabilities and inventory obsolescence expenses associated with the 2025 Wine Divestitures, partially offset by changes in then-existing net assets held for sale (First Quarter 2026). For additional information, refer to Note 5.

Business Segments

First Quarter 2027 compared to First Quarter 2026

Net sales

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Beer	$ 2,283.5	$ 2,234.5	$ 49.0	2%
Wine and Spirits	149.2	280.5	(131.3)	(47%)
Consolidated net sales	$ 2,432.7	$ 2,515.0	$ (82.3)	(3%)

Beer segment

(in millions, branded product, 24-pack, 12-ounce case equivalents)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Net sales	$ 2,283.5	$ 2,234.5	$ 49.0	2%
Shipments	113.3	111.3		1.8%
Depletions				(0.3%)

The increase in Beer net sales is largely due to (i) $40.7 million of shipment volume growth and (ii) $17.6 million of favorable impact from pricing in select markets, partially offset by $9.3 million of unfavorable product mix primarily from a shift in package types. While our shipment volume growth benefited from consumer demand, we believe our net sales continued to be impacted by the economic uncertainty and socioeconomic factors discussed above.

Wine and Spirits segment

(in millions, branded product, 9-liter case equivalents)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Net sales	$ 149.2	$ 280.5	$ (131.3)	(47%)
Shipments	1.4	3.9		(64.1%)
Organic shipments [1]	1.4	1.3		7.7%
Depletions [1]				6.6%

[1] Includes adjustments to remove volumes associated with the 2025 Wine Divestitures for the period March 1, 2025, through May 31, 2025.

The decrease in Wine and Spirits net sales is due to $142.0 million from the 2025 Wine Divestitures that are no longer part of our business, partially offset by a $10.7 million increase in organic net sales. The increase in organic net sales is largely driven by $17.2 million of branded wine and spirits shipment volume growth, partially offset by a (i) $4.9 million decrease in non-branded net sales led by a decline in bulk sales and (ii) $3.2 million decrease from strategic pricing actions taken on select brands. Additionally, we believe our branded wine and spirits shipment volume was negatively impacted by both tariffs imposed by the U.S. government and by retaliatory tariffs and actions in certain international markets.

Gross profit

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Beer	$ 1,218.2	$ 1,187.0	$ 31.2	3%
Wine and Spirits	64.1	96.1	(32.0)	(33%)
Comparable Adjustments	38.3	(16.5)	54.8	NM
Consolidated gross profit	$ 1,320.6	$ 1,266.6	$ 54.0	4%

The increase in Beer gross profit is largely due to (i) $20.9 million of shipment volume growth, (ii) the $17.6 million favorable impact from pricing, and (iii) $2.6 million of decreased cost of product sold, partially offset by $9.9 million of unfavorable product mix. The decrease in cost of product sold is primarily due to cost reductions and other efficiencies, including (i) $30.7 million of favorable fixed cost absorption related to increased production levels as compared to First Quarter 2026, (ii) $5.1 million of lower depreciation, and (iii) $5.0 million of decreased transportation costs, partially offset by the following increases (i) $17.3 million of materials costs, including glass, starch, and cartons, (ii) $13.0 million of tariffs, largely on aluminum imports under Section 232, and (iii) $7.8 million of warehousing and obsolescence costs.

The decrease in Wine and Spirits gross profit is due to $34.1 million from the 2025 Wine Divestitures that is no longer part of our business, partially offset by a $2.1 million increase in organic gross profit. The increase in organic gross profit is largely attributable to (i) $15.3 million of branded wine and spirits shipment volume growth and (ii) $2.1 million of decreased cost of product sold partially offset by (i) $12.7 million of unfavorable product mix and (ii) the $3.2 million decrease from strategic pricing actions. The decrease in cost of product sold is largely attributable to cost savings measures as a result of the 2025 Restructuring Initiative, partially offset by incremental U.S. tariffs imposed.

Gross profit as a percent of net sales increased to 54.3% for First Quarter 2027 compared with 50.4% for First Quarter 2026. This increase was largely driven by rate growth from (i) a favorable change in Comparable Adjustments, contributing 220 basis points, (ii) divestitures of lower-margin brands, contributing approximately 160 basis points, (iii) favorable impact from beer pricing, contributing approximately 35 basis points, and (iv) organic branded wine and spirits shipment volume growth, contributing approximately 25 basis points. These increases were partially offset by 55 basis points of unfavorable product mix shift within the Wine and Spirits segment.

Selling, general, and administrative expenses

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Beer	$ 326.8	$ 313.6	$ 13.2	4%
Wine and Spirits	65.2	102.1	(36.9)	(36%)
Corporate Operations and Other	56.1	57.5	(1.4)	(2%)
Comparable Adjustments	8.9	27.5	(18.6)	NM
Consolidated selling, general, and administrative expenses	$ 457.0	$ 500.7	$ (43.7)	(9%)

The increase in Beer selling, general, and administrative expenses is largely due to $8.1 million and $5.2 million of increased general and administrative expenses and marketing spend, respectively. The increase in general and administrative expenses is primarily due to higher compensation and benefits and unfavorable foreign currency impact. Marketing as a percentage of net sales is flat year-over-year in continued support of our high-end imported beer brands.

The decrease in Wine and Spirits selling, general, and administrative expenses is largely due to $18.5 million and $17.2 million of decreased marketing spend and general and administrative expenses, respectively. The decrease in marketing spend is driven by our smaller portfolio of exclusively higher-end wine and spirits brands. The decrease in general and administrative expenses was largely driven by cost savings measures as a result of the 2025 Restructuring Initiative.

The decrease in Corporate Operations and Other selling, general, and administrative expenses is largely driven by cost savings measures as a result of the 2025 Restructuring Initiative, partially offset by higher stock-based compensation expense as compared to First Quarter 2026.

Selling, general, and administrative expenses as a percent of net sales decreased to 18.8% for First Quarter 2027 as compared to 19.9% for First Quarter 2026. The decrease is driven by rate declines from (i) lower selling, general, and administrative expenses in the Wine and Spirits segment, contributing approximately 170 basis points and (ii) a favorable change in Comparable Adjustments, contributing approximately 80 basis points, partially offset by (i) approximately 130 basis points of unfavorable impact from the 2025 Wine Divestitures and (ii) approximately 15 basis points of rate growth from higher selling, general, and administrative expenses in the Beer segment.

Operating income (loss)

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change	Percent Change
Beer	$ 891.4	$ 873.4	$ 18.0	2%
Wine and Spirits	(1.1)	(6.0)	4.9	82%
Corporate Operations and Other	(56.1)	(57.5)	1.4	2%
Comparable Adjustments	11.1	(96.1)	107.2	NM
Consolidated operating income (loss)	$ 845.3	$ 713.8	$ 131.5	18%

The increase in Beer operating income is largely attributable to the shipment volume growth and favorable impact from pricing, partially offset by the unfavorable product mix and higher selling, general, and administrative expenses, as described above.

The decrease in Wine and Spirits operating loss is largely attributable to the lower selling, general, and administrative expenses and organic shipment volume growth, partially offset by the 2025 Wine Divestitures and unfavorable product mix, as described above.

As previously discussed, the decrease in Corporate Operations and Other operating loss is largely attributable to the 2025 Restructuring Initiative, partially offset by higher stock-based compensation expense.

Income (loss) from unconsolidated investments

Income (loss) from unconsolidated investments increased to $0.5 million for First Quarter 2027 as compared to $(3.5) million for First Quarter 2026. This increase of $4.0 million, or 114%, is driven by First Quarter 2027 equity in earnings from equity method investees as compared with First Quarter 2026 equity in losses from equity method investees.

Interest expense, net

Interest expense, net decreased to $85.8 million for First Quarter 2027 as compared to $98.9 million for First Quarter 2026. This decrease of $13.1 million, or 13%, is due to approximately $905 million of lower average borrowings and five basis points of lower weighted average interest rates. For additional information, refer to Note 8.

(Provision for) benefit from income taxes

The provision for income taxes increased to $88.1 million for First Quarter 2027 from $87.6 million for First Quarter 2026. Our effective tax rate for First Quarter 2027 was 11.6% as compared with 14.3% for First Quarter 2026. In comparison to prior year, our effective tax rate was largely impacted by:

- a net income tax benefit resulting from changes to valuation allowances; partially offset by
- net income tax impacts related to (i) adjustments to tax attributes, (ii) the resolution of various tax examinations and assessments related to prior periods, and (iii) certain tax legislation updates.

We now expect our reported effective tax rate for Fiscal 2027 to be in the range of 16% to 18%.

For additional information, refer to Note 9.

Net income (loss) attributable to CBI

Net income attributable to CBI increased to $653.8 million for First Quarter 2027 from $516.1 million for First Quarter 2026. This increase of $137.7 million, or 27%, is largely attributable to the (i) net gains recognized on undesignated commodity derivative contracts for First Quarter 2027 compared with net losses for First Quarter 2026 and (ii) lower First Quarter 2027 losses associated with asset impairment and related expenses. Additionally, First Quarter 2027 benefited from the continued successful execution of efficiency and cost optimization initiatives, including the 2025 Restructuring Initiative, partially offset by the lower net sales as a result of the 2025 Wine Divestitures.

LIQUIDITY AND CAPITAL RESOURCES

General

Our primary source of liquidity has been cash flow from operating activities. Our ability to consistently generate robust cash flow from our operations is one of our most significant financial strengths. It enables us to invest in our people and our brands, make capital investments and strategic acquisitions, provide a cash dividend program, and repurchase shares of our common stock. Our largest use of cash in our operations is for purchasing and carrying inventories and carrying seasonal accounts receivable. Historically, we have used this cash flow to repay our short-term borrowings and fund capital expenditures. Additionally, our commercial paper program is used to fund our short-term borrowing requirements and to maintain our access to the capital markets. We use our short-term borrowings, including our commercial paper program, to support our working capital requirements and capital expenditures, among other things.

We seek to maintain adequate liquidity to meet working capital requirements, fund capital expenditures, and repay scheduled principal and interest payments on debt. Absent deterioration of market conditions, we believe that cash flows from operating and financing activities will provide adequate resources to satisfy our working capital, scheduled principal and interest payments on debt, anticipated dividend payments, periodic share repurchases, and planned capital expenditure requirements for both our short-term and long-term capital needs.

We have an agreement with a financial institution for payment services and to facilitate a voluntary supply chain finance program through this participating financial institution. The program is available to certain of our suppliers allowing them the option to manage their cash flow. We are not a party to the agreements between the participating financial institution and the suppliers in connection with the program. Our rights and obligations to our suppliers, including amounts due and scheduled payment terms, are not impacted. As of May 31, 2026, and February 28, 2026, the amount payable to this participating financial institution for suppliers who voluntarily participate in the supply chain finance program was $55.0 million and $50.7 million, respectively, and was included with accounts payable on our consolidated balance sheets. We account for payments made under the supply chain finance program the same as our other accounts payable, as a reduction to our cash flow from operating activities.

Cash Flows

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change
Net cash provided by (used in):			
Operating activities	$ 661.8	$ 637.2	$ 24.6
Investing activities	(193.2)	(196.1)	2.9
Financing activities	(474.0)	(437.6)	(36.4)
Effect of exchange rate changes on cash and cash equivalents	(0.4)	2.3	(2.7)
Net increase (decrease) in cash and cash equivalents	$ (5.8)	$ 5.8	$ (11.6)

Operating activities

The increase in net cash provided by (used in) operating activities consists of:

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change
Net income (loss)	$ 671.9	$ 523.8	$ 148.1
Deferred tax provision (benefit)	(78.4)	34.0	(112.4)
Depreciation	97.6	105.2	(7.6)
Stock-based compensation	15.0	10.4	4.6
Noncash lease expense	33.5	31.0	2.5
Asset impairment and related expenses	18.3	52.1	(33.8)
Other non-cash adjustments	(12.3)	56.8	(69.1)
Change in operating assets and liabilities, net of effects from purchase and sale of business	(83.8)	(176.1)	92.3
Net cash provided by (used in) operating activities	$ 661.8	$ 637.2	$ 24.6

The $92.3 million net change in operating assets and liabilities was largely driven by lower shipment volume growth year-over-year in the Beer segment, resulting in a smaller increase in accounts receivable, partially offset by lower accounts receivables for the Wine and Spirits segment due to lower net sales, reflecting the impact of the 2025 Wine Divestitures. Additionally, net cash provided by operating activities was negatively impacted by higher First Quarter 2027 income tax payments as compared to First Quarter 2026 following the resolution of various tax examinations and assessments.

Investing activities

Net cash used in investing activities decreased to $193.2 million for First Quarter 2027 from $196.1 million for First Quarter 2026. This decrease of $2.9 million, or 1%, was primarily due to $15.6 million of reduced capital expenditures for First Quarter 2027 as compared to First Quarter 2026, partially offset by $15.3 million of increased business acquisition activity for First Quarter 2027, driven by the April 2026 purchase of the remaining ownership interest in HOPWTR.

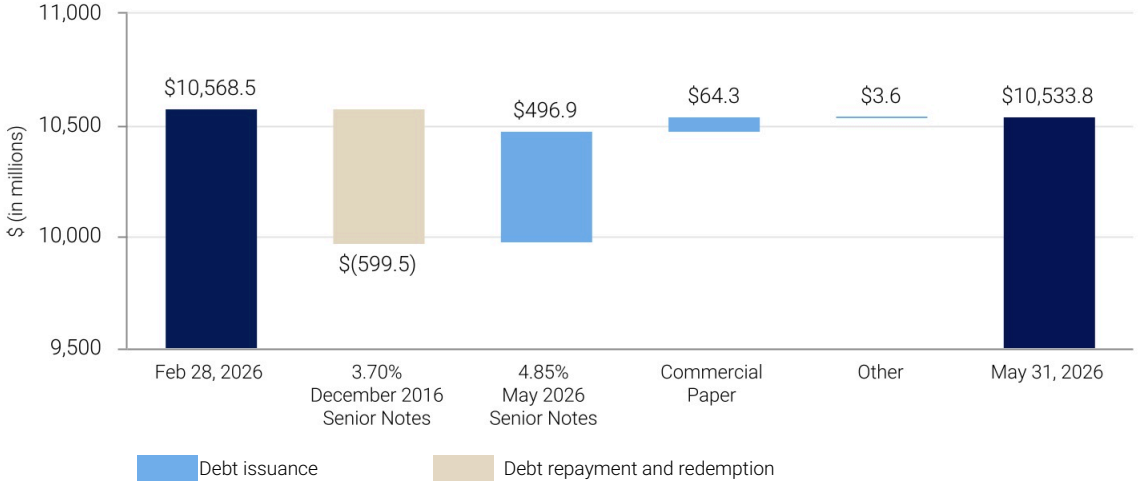
Financing activities

The increase in net cash used in financing activities consisted of:

(in millions)	First Quarter 2027	First Quarter 2026	Dollar Change
Net proceeds from (payments of) debt, current and long-term, and related activities	$ (39.9)	$ 63.7	$ (103.6)
Dividends paid	(178.7)	(182.2)	3.5
Purchases of treasury stock	(223.8)	(306.1)	82.3
Net cash provided by (used in) stock-based compensation activities	(6.3)	(4.1)	(2.2)
Distributions to noncontrolling interests	(25.0)	(7.5)	(17.5)
Payment of contingent consideration	(0.3)	(1.4)	1.1
Net cash provided by (used in) financing activities	$ (474.0)	$ (437.6)	$ (36.4)

Debt

Total debt outstanding as of May 31, 2026, remained relatively flat as compared to February 28, 2026. The issuances and repayments of debt for First Quarter 2027 were as follows:



Senior notes

Issuance

In May 2026, we issued the 4.85% May 2026 Senior Notes. Proceeds from this offering, net of discount and debt issuance costs, were $496.8 million.

Redemption

On May 18, 2026, we redeemed the 3.70% December 2016 Senior Notes prior to maturity using proceeds from the 4.85% May 2026 Senior Notes and commercial paper borrowings at a redemption price equal to 100% of the outstanding principal amount plus accrued and unpaid interest.

General

The majority of our outstanding borrowings as of May 31, 2026, consisted of fixed-rate senior unsecured notes, with maturities ranging from calendar 2027 to calendar 2050.

Additionally, we have a commercial paper program which provides for the issuance of up to an aggregate principal amount of $2.25 billion of commercial paper. Our commercial paper program is backed by unused commitments under our revolving credit facility under our 2025 Credit Agreement. Accordingly, outstanding borrowings under our commercial paper program reduce the amount available under our revolving credit facility.

We do not have purchase commitments from buyers for our commercial paper and, therefore, our ability to issue commercial paper is subject to market demand. If the commercial paper market is not available to us for any reason when commercial paper borrowings mature, we expect to utilize unused commitments under our revolving credit facility under our 2025 Credit Agreement to repay commercial paper borrowings. We do not expect that fluctuations in demand for commercial paper will affect our liquidity given our borrowing capacity available under our revolving credit facility.

We had the following remaining borrowing capacity available under our 2025 Credit Agreement:

	May 31, 2026	June 26, 2026
(in millions)		
Revolving credit facility [1]	$ 1,902.6	$ 1,933.1

[1] Net of outstanding revolving credit facility borrowings and outstanding letters of credit under our 2025 Credit Agreement and outstanding borrowings under our commercial paper program (excluding unamortized discount) of $336.5 million and $306.0 million as of May 31, 2026, and June 26, 2026, respectively.

The financial institutions participating in our 2025 Credit Agreement have complied with prior funding requests and we believe they will comply with any future funding requests. However, there can be no assurances that any particular financial institution will continue to do so.

As of May 31, 2026, we and our subsidiaries were subject to covenants that are contained in our 2025 Credit Agreement, including those restricting the incurrence of additional subsidiary indebtedness, additional liens, mergers and consolidations, transactions with affiliates, and sale and leaseback transactions, in each case subject to numerous conditions, exceptions, and thresholds. The financial covenants are limited to a minimum interest coverage ratio and a maximum net leverage ratio, both as defined in our 2025 Credit Agreement. As of May 31, 2026, under our 2025 Credit Agreement, the minimum interest coverage ratio was 2.5x and the maximum net leverage ratio was 4.0x.

Our indentures relating to our outstanding senior notes contain certain covenants, including, but not limited to: (i) a limitation on liens on certain assets, (ii) a limitation on certain sale and leaseback transactions, and (iii) restrictions on mergers, consolidations, and the transfer of all or substantially all of our assets to another person.

As of May 31, 2026, we were in compliance with our covenants under our 2025 Credit Agreement and our indentures, and have met all debt payment obligations.

For further discussion and presentation of our borrowings and available sources of borrowing, refer to Note 13 of our consolidated financial statements included in our 2026 Annual Report and Note 8.

Common Stock Dividends

On June 30, 2026, our Board of Directors declared a quarterly cash dividend of $1.03 per share of Class A Stock and $0.93 per share of Class 1 Stock payable on August 13, 2026, to stockholders of record of each class as of the close of business on July 30, 2026.

We currently expect to continue to pay a regular quarterly cash dividend to stockholders of our common stock in the future, but such payments are subject to approval of our Board of Directors and are dependent upon our financial

condition, results of operations, capital requirements, and other factors, including those set forth under Item 1A. "Risk Factors" of our 2026 Annual Report.

Share Repurchase Program

Our Board of Directors authorized the repurchase of our publicly traded common stock of up to $4.0 billion under the 2025 Authorization which expires in February 2028. As of June 26, 2026, total shares repurchased are as follows:

		Class A Stock	
	Repurchase Authorization	Dollar Value of Shares Repurchased	Number of Shares Repurchased
(in millions, except share data)			
2025 Authorization [1]	$ 4,000.0	$ 1,247.9	7,831,789

[1] As of June 26, 2026, $2,752.1 million remains available for future share repurchases, excluding the impact of Federal excise tax owed pursuant to the IRA.

Share repurchases under the 2025 Authorization may be accomplished at management's discretion from time-to-time based on market conditions, our cash and debt position, and other factors as determined by management. Shares may be repurchased through open market or privately negotiated transactions. We may fund future share repurchases with cash generated from operations, proceeds from borrowings, and/or divestiture proceeds. Any repurchased shares will become treasury shares, including shares previously repurchased under the 2025 Authorization. Additionally, shares repurchases are dependent upon our financial condition, results of operations, capital requirements, and other factors, including those set forth under Item 1A. "Risk Factors" of our 2026 Annual Report.

For additional information, refer to Note 18 of our consolidated financial statements included in our 2026 Annual Report and Note 10.

Accounting Guidance

Accounting guidance adopted for First Quarter 2027 did not have a material impact on our Financial Statements.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those set forth in, or implied by, such forward-looking statements. All statements other than statements of historical fact included in this Form 10-Q are forward-looking statements, including without limitation:

- The statements under MD&A regarding:
  - our business strategy, including our strategic vision, growth plans, digital acceleration initiatives, and focus on maintaining a strong balance sheet;
  - our focus on upholding our leadership position in the U.S. beer market, growing our high-end imported beer brands through maintenance of leading margins, enhancing our results of operations and operating cash flow, and exploring new avenues for growth, including increasing distribution for key brands and optimizing growth through differentiated brand positioning, price pack architecture, and market prioritization;
  - our repositioned wine and spirits portfolio that we believe is positioned for long-term growth, focus on operational efficiencies and tactical measures, and commitment to improving margins, increasing

distribution for key brands, and optimizing growth, as well as expanding our supply channels to maximize our total addressable market opportunity;
  - our beer modular capacity addition activities, including anticipated scope, capacity, costs, capital expenditures, and timeframes for completion, and associated opportunities;
  - our innovation, marketing, sales, production, and distribution plans, activities, and strategies, access to and availability of resources and production materials, impacts of government regulations, environmental sustainability, CSR, and human capital strategies, commitments, and aspirations;
  - our long-term financial model, target comparable net leverage and target dividend payout ratios, future operations, financial condition and position, net sales, expenses, hedging programs, cost savings, restructuring, and efficiency initiatives, capital expenditures, effective tax rates and anticipated tax liabilities, expected volume, inventory, supply and demand levels, balance, and trends, access to capital markets, liquidity and capital resources, including our ability to consistently generate robust cash flow and raise or repay debt, and prospects, plans, and objectives of management;
  - the dynamic and evolving consumer environment and trends, ongoing economic uncertainty and other socioeconomic factors, including subdued spend, depressed sentiment, value-seeking behaviors, higher consumer prices and reductions in consumer discretionary income, including from increased gas prices, elevated unemployment, inflation, rising costs, other unfavorable global and regional economic conditions, demographic trends in the U.S., global supply chain disruptions and constraints, geopolitical events and tensions, wars, and military conflicts, including the conflict in the Middle East, and our responses thereto;
  - developments in international trade relations, including changes to trade and tariff policies and regulations, including our expectations related to aluminum tariffs, and alterations of the global trade environment;
  - expected or potential actions of third parties, including possible changes to laws, rules, and regulations;
  - the potential impact of severe weather events or other weather conditions;
  - the manner, timing, and duration of the share repurchase program and source of funds for share repurchases; and
  - the amount and timing of future dividends.
- The statements regarding the future reclassification of net gains from AOCI, potential continued impacts from the OB3 Act on our effective tax rate and potential impacts from Pillar Two, and our aim to hedge 100% of our balance sheet exposures.

When used in this Form 10-Q, the words “anticipate,” “expect,” “intend,” “will,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. All forward-looking statements speak only as of the date of this Form 10-Q. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. In addition to the risks and uncertainties of ordinary business operations and conditions in the general economy and markets in which we compete, our forward-looking statements contained in this Form 10-Q are also subject to the risk, uncertainty, and possible variance from our current expectations regarding:

- potential declines in the consumption of products we sell and our dependence on sales of our beer brands;
- our President and Chief Executive Officer transition;
- impacts of our acquisition, divestiture, investment, and new product development strategies and activities;
- dependence upon our trademarks and proprietary rights, including the failure to protect our intellectual property rights;
- potential damage to our reputation;
- competition in our industry and for talent;
- economic and other uncertainties associated with our international operations, including tariffs;

- supply of quality water, agricultural and other raw materials, certain raw and packaging materials purchased under supply contracts, supply chain disruptions and other factors, and limited groups of certain suppliers;
- reliance on complex information systems and third-party global networks as well as risks associated with cybersecurity and artificial intelligence;
- dependence on limited facilities for production of our beer brands and impacts from our Brewery Projects;
- operational disruptions or catastrophic loss to our breweries, wineries, other facilities, or distribution systems;
- severe weather, natural and man-made disasters, climate change, environmental sustainability and CSR-related regulatory compliance, and failure to meet environmental sustainability and CSR commitments and aspirations;
- the success of our cost savings, restructuring, and efficiency initiatives;
- reliance on wholesale distributors, major retailers, and government agencies;
- food safety and quality, including contamination and product degradation from diseases, pests, weather, and other conditions;
- communicable infection or disease outbreaks, pandemics, or other widespread public health crises impacting our consumers, Customers, employees, and/or suppliers;
- effects of employee labor activities that could increase our costs;
- our indebtedness and credit ratings, interest rate fluctuations, and credit market disruptions or volatility;
- our international operations, worldwide and regional economic trends and financial market conditions, geopolitical uncertainty, including as a result of the conflict in the Middle East, or other governmental rules and regulations;
- class action or other litigation we face or may face, including relating to alleged securities law violations, abuse or misuse of our products, product liability, marketing or sales practices, or other matters;
- potential impairments of our intangible assets, such as goodwill and trademarks;
- changes to tax laws, fluctuations in our effective tax rate, accounting for tax positions, resolution of tax disputes, changes to accounting standards, elections, assertions, or policies, and the potential impact of a global minimum tax rate;
- uncertainties related to future cash dividends and share repurchases, which may affect the price of our common stock;
- ownership of our Class A Stock by certain individuals and entities affiliated with the Sands family and their Board of Director nomination rights; and
- the choice-of-forum provision in our amended and restated by-laws regarding certain stockholder litigation.

For additional information about risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by our forward-looking statements contained in the Form 10-Q, please refer to Item 1A. “Risk Factors” of our 2026 Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

As a result of our global operating, investment, acquisition, divestiture, and financing activities, we are exposed to market risk associated with changes in foreign currency exchange rates, commodity prices, and interest rates. These risks may be influenced by, among other factors, trade policies, tariffs, and foreign or domestic legal and regulatory requirements. To manage the volatility relating to these risks, we periodically purchase and/or sell derivative instruments including foreign currency forward and option contracts, commodity swap contracts, cross-currency swap contracts, interest rate swap contracts, and Pre-issuance hedge contracts. We use derivative instruments to reduce earnings and cash flow volatility resulting from shifts in market rates, as well as to hedge economic exposures. We do not enter into derivative instruments for trading or speculative purposes.

Foreign currency and commodity price risk

Foreign currency derivative instruments are or may be used to hedge existing foreign currency denominated assets and liabilities, forecasted foreign currency denominated sales/purchases to/from third parties as well as intercompany sales/purchases, intercompany principal and interest payments, and in connection with investments, acquisitions, or divestitures outside the U.S. As of May 31, 2026, we had exposures to foreign currency risk primarily related to the Mexican peso, Canadian dollar, New Zealand dollar, and euro. We aim to hedge 100% of our balance sheet exposures. As of May 31, 2026, 84% of our forecasted transactional exposures for the remaining nine months of Fiscal 2027 were hedged.

Commodity derivative instruments are or may be used to hedge forecasted commodity purchases from third parties as either economic hedges or accounting hedges. As of May 31, 2026, exposures to commodity price risk which we are currently hedging include aluminum, corn, diesel fuel, and natural gas prices. Approximately 89% of our forecasted transactional exposures for the remaining nine months of Fiscal 2027 were hedged as of May 31, 2026.

We have performed a sensitivity analysis to estimate our exposure to market risk of foreign exchange rates and commodity prices reflecting the impact of a hypothetical 10% adverse change in the applicable market. The volatility of the applicable rates and prices is dependent on many factors which cannot be forecasted with reliable accuracy. Gains or losses from the revaluation or settlement of the related underlying positions would substantially offset such gains or losses on the derivative instruments. The aggregate notional value, estimated fair value, and sensitivity analysis for our open foreign currency and commodity derivative instruments are summarized as follows:

	Aggregate Notional Value		Fair Value, Net Asset (Liability)		Increase (Decrease) in Fair Value – Hypothetical 10% Adverse Change	
	May 31, 2026	May 31, 2025	May 31, 2026	May 31, 2025	May 31, 2026	May 31, 2025
(in millions)						
Foreign currency contracts	$ 3,330.6	$ 3,275.5	$ 304.6	$ 152.5	$ (222.7)	$ (200.7)
Commodity derivative contracts	$ 368.8	$ 327.6	$ 61.7	$ (17.9)	$ (37.2)	$ 26.7
Net investment hedge contracts	$ 145.5	$ 145.5	$ (5.4)	$ (3.0)	$ 14.3	$ 13.9

Interest rate risk

The estimated fair value of our fixed interest rate debt is subject to interest rate risk, credit risk, and foreign currency risk. In addition, we also have variable interest rate debt outstanding (primarily SOFR-based), certain of which includes a fixed margin subject to the same risks identified for our fixed interest rate debt.

There were no cash flow designated or undesignated interest rate swap contracts or Pre-issuance hedge contracts outstanding as of May 31, 2026, or May 31, 2025.

We have performed a sensitivity analysis to estimate our exposure to market risk of interest rates reflecting the impact of a hypothetical 1% increase in the prevailing interest rates. The volatility of the applicable rates is dependent on many factors which cannot be forecasted with reliable accuracy.

The aggregate notional value, estimated fair value, and sensitivity analysis for our outstanding fixed-rate debt, including current maturities, are summarized as follows:

	Aggregate Notional Value		Fair Value, Net Asset (Liability)		Increase (Decrease) in Fair Value – Hypothetical 1% Rate Increase	
	May 31, 2026	May 31, 2025	May 31, 2026	May 31, 2025	May 31, 2026	May 31, 2025
(in millions)						
Fixed interest rate debt	$ 10,262.2	$ 11,258.1	$ (9,588.0)	$ (10,440.2)	$ (514.9)	$ (521.7)

A 1% hypothetical change in the prevailing interest rates would have increased interest expense on our variable interest rate debt by $0.6 million and $1.6 million for the three months ended May 31, 2026, and May 31, 2025, respectively.

For additional discussion on our market risk, refer to Notes 4 and 5.

ITEM 4. CONTROLS AND PROCEDURES.

Disclosure controls and procedures

Our Chief Executive Officer and our Chief Financial Officer have concluded, based on their evaluation as of the end of the period covered by this report, that the Company's "disclosure controls and procedures" (as defined in the Exchange Act Rules 13a-15(e) and 15d-15(e)) are effective to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act (i) is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Internal control over financial reporting

In connection with the foregoing evaluation by our Chief Executive Officer and our Chief Financial Officer, no changes were identified in the Company's "internal control over financial reporting" (as defined in the Exchange Act Rules 13a-15(f) and 15d-15(f)) that occurred during our fiscal quarter ended May 31, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

On February 18, 2025, a purported stockholder of the Company filed a putative class action in the United States District Court for the Western District of New York captioned *Meza v. Constellation Brands, Inc., et al.*, Case No. 6:25-cv-6107 (W.D.N.Y.). The complaint names as defendants the Company, our former President and Chief Executive Officer, and our Executive Vice President and Chief Financial Officer, and asserts claims for alleged violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder arising from allegedly materially false or misleading statements or omissions of purportedly material fact concerning, among other things, the Company's strategies intended to improve the performance of our wine and spirits business. On July 17, 2025, an amended complaint was filed in the *Meza* litigation. The amended complaint asserts the same causes of action against the same defendants, but alleges materially false or misleading statements or omissions of purportedly material fact concerning, among other things, the prospects of our beer business. The amended complaint does not allege misstatements or omissions regarding our wine and spirits business. The amended complaint seeks, among other relief, alleged damages in an unspecified amount, attorneys' fees, and costs. On September 17, 2025, the Company and the other defendants filed a motion to dismiss the amended complaint. Defendants' motion to dismiss the amended complaint was fully briefed as of December 12, 2025, and oral argument on that motion has been scheduled to be held on July 22, 2026.

On March 24, 2025, a purported stockholder of the Company filed a complaint in the United States District Court for the Western District of New York captioned *Silva v. Newlands, et al.*, Case No. 1:25-cv-254 (W.D.N.Y.); on April 21, 2025, a second purported stockholder of the Company filed a complaint in the United States District Court for the Western District of New York captioned *Mason v. Newlands, et al.*, Case No. 1:25-cv-00353 (W.D.N.Y.); and on June 24, 2025, a third purported stockholder of the Company filed a complaint in the United States District Court for the District of Delaware captioned *Wasserman v. Baldwin, et al.*, Case No. 1:25-cv-779 (D. Del.). These derivative complaints each seek to assert claims arising under the Exchange Act and state common law, derivatively on behalf of the Company, against current and former directors and officers of the Company. None of the plaintiffs made a pre-suit demand on our Board of Directors, instead each alleging that the pre-suit demand requirement should be excused as purportedly futile. The claims asserted in these derivative complaints arise from substantially the same allegations made in the first *Meza* complaint. On May 27, 2025, the United States District Court for the Western District of New York entered an order consolidating the *Silva* and *Mason* litigations and staying proceedings pending the entry of a final judgment in *Meza*. On August 8, 2025, the plaintiff in the *Wasserman* litigation filed a notice and proposed order voluntarily dismissing that litigation, which was so ordered by the United States District Court for the District of Delaware on August 14, 2025.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program [1]
(in millions, except share and per share data)				
March 1 – 31, 2026	497,246	$ 150.83	497,246	$ 3,000.9
April 1 – 30, 2026	515,131	$ 158.60	515,131	$ 2,919.2
May 1 – 31, 2026	452,918	$ 148.14	452,918	$ 2,852.1
Total	1,465,295	$ 152.73	1,465,295	

[1] In April 2025, we announced that our Board of Directors authorized the repurchase of up to $4.0 billion of our publicly traded common stock under the 2025 Authorization. The 2025 Authorization expires on February 29, 2028. Share repurchases for the periods included herein were effected through open market transactions and exclude the impact of Federal excise tax owed pursuant to the IRA.

Subsequent to May 31, 2026, we repurchased 714,387 shares of Class A Stock pursuant to the 2025 Authorization at an average cost of $139.98 per share through open market transactions made pursuant to a Rule 10b5-1 trading plan.

ITEM 5. OTHER INFORMATION.

10b5-1 Trading Plans

During the three months ended May 31, 2026, none of our directors or officers (as defined in Exchange Act Rule 16a-1(f)) adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

ITEM 6. EXHIBITS.

EXHIBIT NO.	EXHIBIT DESCRIPTION	INCORPORATED BY REFERENCE		
		FORM	EXHIBIT	FILING DATE
3.1	Amended and Restated Certificate of Incorporation of the Company.	8-K	3.1	November 10, 2022
3.2	Amended and Restated By-Laws of the Company.	8-K	3.1	October 2, 2025
4.1	Indenture, dated as of April 17, 2012, by and among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.1	April 23, 2012
4.1.1	Supplemental Indenture No. 10, dated as of January 15, 2016, among the Company, Home Brew Mart, Inc., and M&T, as Trustee.	10-K	4.26	April 25, 2016
4.1.2	Supplemental Indenture No. 13 with respect to 3.500% Senior Notes due 2027, dated as of May 9, 2017, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.2	May 9, 2017

EXHIBIT NO.	EXHIBIT DESCRIPTION	INCORPORATED BY REFERENCE		
		FORM	EXHIBIT	FILING DATE
4.1.3	Supplemental Indenture No. 14 with respect to 4.500% Senior Notes due 2047, dated as of May 9, 2017, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.3	May 9, 2017
4.1.4	Supplemental Indenture No. 19 with respect to 3.600% Senior Notes due 2028, dated as of February 7, 2018, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.2	February 7, 2018
4.1.5	Supplemental Indenture No. 20 with respect to 4.100% Senior Notes due 2048, dated as of February 7, 2018, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.3	February 7, 2018
4.1.6	Supplemental Indenture No. 23 with respect to 4.650% Senior Notes due 2028, dated as of October 29, 2018, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.3	October 29, 2018
4.1.7	Supplemental Indenture No. 24 with respect to 5.250% Senior Notes due 2048, dated as of October 29, 2018, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.4	October 29, 2018
4.1.8	Supplemental Indenture No. 25 with respect to 3.150% Senior Notes due 2029, dated as of July 29, 2019, among the Company, as Issuer, certain subsidiaries, as Guarantors, and M&T, as Trustee.	8-K	4.1	July 29, 2019
4.1.9	Supplemental Indenture No. 26 with respect to 2.875% Senior Notes due 2030, dated as of April 27, 2020, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	April 27, 2020
4.1.10	Supplemental Indenture No. 27 with respect to 3.750% Senior Notes due 2050, dated as of April 27, 2020, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.2	April 27, 2020
4.1.11	Supplemental Indenture No. 28 with respect to 2.250% Senior Notes due 2031, dated as of July 26, 2021, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	July 26, 2021
4.1.12	Supplemental Indenture No. 30 with respect to 4.350% Senior Notes due 2027, dated as of May 9, 2022, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.2	May 9, 2022
4.1.13	Supplemental Indenture No. 31 with respect to 4.750% Senior Notes due 2032, dated as of May 9, 2022, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.3	May 9, 2022
4.1.14	Supplemental Indenture No. 33 with respect to 4.900% Senior Notes due 2033, dated as of May 1, 2023, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	May 1, 2023
4.1.15	Supplemental Indenture No. 34 with respect to 4.800% Senior Notes due 2029, dated as of January 11, 2024, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	January 11, 2024
4.1.16	Supplemental Indenture No. 35 with respect to 4.800% Senior Notes due 2030, dated as of May 1, 2025, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	May 1, 2025

EXHIBIT NO.	EXHIBIT DESCRIPTION	INCORPORATED BY REFERENCE		
		FORM	EXHIBIT	FILING DATE
4.1.17	Supplemental Indenture No. 36 with respect to 4.950% Senior Notes due 2035, dated as of October 17, 2025, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	October 17, 2025
4.1.18	Supplemental Indenture No. 37 with respect to 4.850% Senior Notes due 2031, dated as of May 6, 2026, among the Company, as Issuer, and M&T, as Trustee.	8-K	4.1	May 6, 2026
4.2	Restatement Agreement, dated as of April 28, 2025, by and among the Company, CB International, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto, including the Eleventh Amended and Restated Credit Agreement dated as of April 28, 2025, by and among the Company, CB International, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto. †	8-K	4.1	April 28, 2025
4.3	Term Loan Credit Agreement, dated as of May 9, 2025, by and among the Company, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto. †	8-K	4.1	May 9, 2025
10.1	Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan (replacement equity award grants). *	10-K	10.1.7	April 22, 2026
10.2	Form of Restricted Stock Unit Agreement with respect to the Company's Long-Term Stock Incentive Plan (related to replacement equity awards). *	10-K	10.1.11	April 22, 2026
10.3	Form of Restricted Stock Unit Agreement with respect to the Company's Long-Term Stock Incentive Plan (awards on or after April 24, 2026) (filed herewith). *			
10.4	Form of Performance Share Unit Agreement with respect to the Company's Long-Term Stock Incentive Plan (awards on or after April 24, 2026) (filed herewith). *†			
10.5	Executive Employment Agreement Release of Claims between Constellation Brands, Inc. and William A. Newlands (filed herewith). *			
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act (filed herewith).			
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act (filed herewith).			
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 (furnished herewith).			
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (furnished herewith).			
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document (filed herewith).			
101.SCH	XBRL Taxonomy Extension Schema Document (filed herewith).			

EXHIBIT NO.	EXHIBIT DESCRIPTION	INCORPORATED BY REFERENCE		
		FORM	EXHIBIT	FILING DATE
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document (filed herewith).			
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document (filed herewith).			
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document (filed herewith).			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document (filed herewith).			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).			

* Designates management contract or compensatory plan or arrangement.

† The exhibits, disclosure schedules, and other schedules, as applicable, have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of such exhibits, disclosure schedules, and other schedules, as applicable, or any section thereof, to the SEC upon request.

The Company agrees, upon request of the SEC, to furnish copies of each instrument that defines the rights of holders of long-term debt of the Company or its subsidiaries that is not filed herewith pursuant to Item 601(b)(4)(iii)(A) because the total amount of long-term debt authorized under such instrument does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis.

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, thereunto duly authorized.

CONSTELLATION BRANDS, INC.

Date:	July 1, 2026	By:	/s/ Kenneth W. Metz Kenneth W. Metz, Senior Vice President, Controller and Corporate Finance
Date:	July 1, 2026	By:	/s/ Garth Hankinson Garth Hankinson, Executive Vice President and Chief Financial Officer (principal financial officer and principal accounting officer)

Exhibit 10.3

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

Name of Participant:
Grant Date:
Number of Restricted Stock Units:
Vesting Dates and Shares to Vest:

VEST DATE	SHARES

Earliest Retirement Date: **The first November 1st that is at least six months following the Grant Date**

Constellation Brands, Inc. (the "Company") hereby awards to the designated participant (the "Participant"), Restricted Stock Units under the Company's Long-Term Stock Incentive Plan, Amended and Restated as of July 18, 2017 (the "Plan"). The principal features of this Award are set forth above, including the date of grant of the Restricted Stock Units (the "Grant Date"). This Award shall be effective on the Grant Date. The Restricted Stock Units consist of the right to receive shares of Class A Common Stock, par value $.01 per share, of the Company ("Shares") and are subject to the provisions of the Terms and Conditions of Restricted Stock Unit Agreement and the Appendix, if any (together, the "Agreement").

PLEASE BE SURE TO READ ALL OF THE SPECIFIC TERMS AND CONDITIONS OF THE AGREEMENT. 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 TERMS AND CONDITIONS OF THIS AWARD OF RESTRICTED STOCK UNITS (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 AND THE APPENDIX, IF ANY, FOR MY COUNTRY OF RESIDENCE OR EMPLOYMENT, IF DIFFERENT). IF I FAIL TO ACCEPT THE TERMS AND CONDITIONS OF THIS AWARD WITHIN NINETY (90) DAYS OF THE GRANT DATE SET FORTH ABOVE, THE COMPANY MAY DETERMINE THAT THIS AWARD HAS BEEN FORFEITED.

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AGREEMENT

1. **Award.** The Company hereby grants to the Participant under the Plan as a separate incentive and not in lieu of any salary or other compensation for his or her services, an Award of Restricted Stock Units as of the Grant Date specified above, subject to all of the terms and conditions in the Agreement and the Plan.

2. **Vesting Schedule.** Any Restricted Stock Units that do not vest in accordance with this Section shall be forfeited and shall not be paid.

(a) Service. Except as otherwise provided under this Agreement, the Restricted Stock Units shall vest in accordance with the Vesting Dates (as set forth on the first page of this Agreement); provided, in each case, that the Participant remains in Continuous Service with the Company, any of its Subsidiaries, or any other entity which is a Related Entity (the "Employer") until such date. The Participant ceases to be in Continuous Service with the Employer on the date that the entity employing the Participant ceases to be a Subsidiary or an entity which is a Related Entity. For Participants based outside of the United States, the Participant ceases to be employed by the Employer on the later of (i) the date that is the last day of any statutory notice of termination period applicable to the Participant pursuant to applicable employment standards legislation (but only if the Participant is entitled to such a notice under applicable employment standards legislation), or (ii) the date that is designated by the Employer as the last day of the Participant's employment with the Employer, and the date that the Participant ceases to be employed by the Employer specifically does not mean the expiration date for any period of reasonable notice that the Employer may be required at law to provide to the Participant. The first Vesting Date set forth on the first page of this Agreement is the "Initial Vesting Date," and the last Vesting Date set forth on the first page of this Agreement is the "Final Vesting Date."

(b) Death or Disability. If the Participant dies or incurs a RSU Disability (as defined below) while employed by the Employer prior to the Final Vesting Date, any Restricted Stock Units that have not vested prior to the date of the Participant's death or RSU Disability shall immediately vest. "RSU Disability" means a disability as defined under Treasury regulation section 1.409A-3(i)(4)(i)(A) which generally means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(c) Retirement. If the Participant ceases to be in Continuous Service with the Employer prior to the Final Vesting Date as a result of the Participant's Retirement at any time on or after the Earliest Retirement Date (as set forth on the first page of this Agreement), any Restricted Stock Units that have not vested prior to the date of the Participant's Retirement, shall continue to vest according to the percentages and dates (as set forth on the first page of this Agreement). For purposes of this Agreement:

(i) "Retirement" means the Participant ceases to be in Continuous Service with the Employer for any reason other than Cause, death or disability (including but not limited to a RSU Disability) on or after the date the Participant attains Retirement Eligibility with respect to this Award;

(ii) "Retirement Eligibility" with respect to this Award means a Participant attaining either: (A) age fifty five (55) and completing ten (10) Full Years of Continuous Service with the Employer; or (B) age sixty (60) and completing five (5) Full Years of Continuous Service with the Employer; and

(iii) "Full Year" means a twelve-month period beginning on the date of the Participant's commencement of service for the Employer and each anniversary thereof.

The Participant's Continuous Service with the Employer shall be determined by the Committee in its sole discretion (subject to applicable requirements of Code Section 409A and the Treasury regulations and guidance issued thereunder ("Section 409A"), to the extent applicable).

(d) Leave of Absence. Unless otherwise determined by the Committee or required under Section 409A, 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 and shall not interrupt the Participant's Continuous Service with the Employer unless the Participant does not return at or before the end of the authorized leave or within the period for which reemployment is guaranteed by law or Rule.

(e) Change in Control. If the successor or purchaser in the Change in Control has assumed the Company's obligations with respect to the Restricted Stock Units or provided a substitute award as contemplated by Section 22 of the Plan and, within 24 months following the occurrence of the Change in Control, the Participant's employment is terminated without Cause or the Participant terminates employment for Good Reason, the Restricted Stock Units shall become fully vested immediately prior to such termination of employment.

3. **Restrictive Covenants**.

(a) The Participant agrees that (i) during the period of employment with the Company, its Subsidiaries, and/or any other entity which is a Related Entity (and its successors) ("Constellation" for purpose of this Section) and (ii) during any period of continued vesting following Retirement in accordance with the terms of this Agreement, the Participant will not, without the written consent of the Company, seek or obtain a position with a Competitor (as defined below) in which the Participant will use or is likely to use any confidential information or trade secrets of Constellation, or in which the Participant has duties for such Competitor that involve Competitive Services (as defined below) and that are the same or similar to those services actually performed by the Participant for Constellation. The parties agree that the Participant may continue service on any boards of directors on which he or she is serving while employed by Constellation. If Participant's employment is terminated by the Participant for Good Reason or by Constellation for any reason other than Cause, then Constellation will not unreasonably withhold such consent provided Constellation receives information and assurances, satisfactory to Constellation, regarding the Participant's new position.

(b) The Participant understands and agrees that the relationship between Constellation and each of their respective employees constitutes a valuable asset of Constellation and may not be converted to the Participant's own use. Accordingly, the Participant hereby agrees that (i) during the period of employment with Constellation and (ii) during any period of continued vesting following Retirement in accordance with the terms of this Agreement, the Participant shall not directly or indirectly, on his or her own behalf or on behalf of another person, solicit or induce any employee to terminate his or her employment relationship with Constellation or to enter into employment with another person. The foregoing shall not apply to employees who respond to solicitations of employment directed to the general public or who seek employment at their own initiative.

For the purposes of this Section, "Competitive Services" means the provision of goods or services that are competitive with any goods or services offered by Constellation including, but not limited to manufacturing, importing, exporting, distributing or selling cannabis, wine, beer, liquor or other alcoholic beverages in the United States, Canada, New Zealand, Italy and/or Mexico. The parties

acknowledge that Constellation may from time to time during the term of this Agreement change or increase the line of goods or services it provides and its geographic markets, and the Participant agrees that this provision shall be deemed to be amended from time to time to include such different or additional goods, services, and geographic markets to the definition of "Competitive Services" for purposes of this Section. "Competitor" means any individual or any entity or enterprise engaged, wholly or in part, in Competitive Services.

(c) The Participant agrees that, due to his or her position of trust and confidence, the restrictions contained in this Section are reasonable, and the equity compensation conferred on the Participant in this Agreement is adequate consideration, and, since the nature of Constellation's collective business is international in scope, the geographic restriction herein is reasonable.

(d) The Participant acknowledges that a breach of this Section will cause irreparable injury and damage, which cannot be reasonably or adequately compensated by money damages. Accordingly, the Participant acknowledges that the remedies of injunction and specific performance shall be available in the event of such a breach, and the Company shall be entitled to money damages, costs and attorneys' fees, and other legal or equitable remedies, including an injunction pending trial, without the posting of bond or other security. Any period of restriction set forth in this Section shall be extended for a period of time equal to the duration of any breach or violation thereof.

(e) In the event of the Participant's breach of this Section, in addition to the injunctive relief described above, all unvested Restricted Stock Units held by the Participant shall be immediately forfeited on the date which the Participant breaches this Section unless terminated sooner by operation of another term or condition of this Agreement or the Plan, and any gain realized by the Participant from the vesting of any Restricted Stock Units, following such breach, shall be paid by the Participant to the Company.

(f) In the event that any provision of this Section is held to be in any respect an unreasonable restriction, then the court so holding may modify the terms thereof, including the period of time during which it operates or the geographic area to which it applies, or effect any other change to the extent necessary to render this Section enforceable, it being acknowledged by the parties that the representations and covenants set forth herein are of the essence of this Agreement. Notwithstanding anything in this Agreement to the contrary, the post-employment restrictive covenants described in this Section above will not apply to this Award to the extent required under California law or other applicable law, as determined by the Company.

(g) Trade Secrets and Confidential Information. The Participant agrees that unless duly authorized in writing by the Company, the Participant will neither during his or her employment by Constellation nor at any time thereafter divulge or use in connection with any business activity other than that of Constellation any trade secrets or confidential information first acquired by the Participant during and by virtue of employment with Constellation. Notwithstanding the foregoing, nothing in this Agreement prohibits the Participant from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower protections of federal law or regulation.

4. **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 Restricted Stock Units at any time; provided that, the time or schedule of any amount to be settled pursuant to the terms of this Agreement that provides for the deferral of compensation under Section 409A, may not be accelerated

except as otherwise permitted under Section 409A. If so accelerated, such Restricted Stock Units shall be considered as having vested as of the date specified by the Committee.

5. **Death of Participant.** Any distribution or delivery to be made to the Participant under the Agreement shall, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if either no beneficiary survives the Participant or the Committee does not permit beneficiary designations, to the administrator or executor of the Participant's estate. Any designation of a beneficiary by the Participant shall be effective only if such designation is made in a form and manner acceptable to the Committee. Any transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

6. **Code Section 409A.** Notwithstanding any provision of this Agreement to the contrary, in the event that any delivery of Shares to the Participant is made upon, or as a result of the Participant's termination of employment (other than as a result of death), and the Participant is a "specified employee" (as that term is defined under Section 409A) at the time the Participant becomes entitled to delivery of such Shares, and provided further that the delivery of such Shares does not otherwise qualify for an applicable exemption from Section 409A, then no such delivery of such Shares shall be made to the Participant under this Agreement until the date that is the earlier to occur of: (i) the Participant's death, or (ii) six (6) months and one (1) day following the Participant's termination of employment (the "Delay Period"). For purposes of applying the provisions of Section 409A, each group of the total Restricted Stock Units granted hereunder that would normally vest on the Initial Vesting Date and each anniversary of the Initial Vesting Date thereafter shall be treated as a separate payment. For purposes of this Agreement, to the extent the Restricted Stock Units (or applicable portion thereof) are subject to the provision of Section 409A, the terms "ceases to be employed", "termination of employment" and variations thereof, as used in this Agreement, are intended to mean a termination of employment that constitutes a "separation from service" under Section 409A.

Restricted Stock Units are generally intended to be exempt from Section 409A as short-term deferrals and, accordingly, the terms of this Agreement shall be construed to preserve such exemption. To the extent that Restricted Stock Units granted under this Agreement are subject to the requirements of Section 409A, this Agreement shall be interpreted and administered in accordance with the intent that the Participant not be subject to tax under Section 409A. Neither the Company, any of its Subsidiaries nor any other entity which is a Related Entity, shall be liable to any Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant might owe as a result of participation in the Plan, and the Company, its Subsidiaries nor any other entity which is a Related Entity shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A, unless otherwise specified.

7. **Settlement of Restricted Stock Units.**

(a) Status as a Creditor. Unless and until Restricted Stock Units have vested, the Participant will have no settlement right with respect to any Restricted Stock Units. Prior to settlement of any vested Restricted Stock Units, the vested Restricted Stock Units will represent an unfunded and unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. The Participant is an unsecured general creditor of the Company, and settlement of Restricted Stock Units is subject to the claims of the Company's creditors.

(b) Form and Timing of Settlement. Restricted Stock Units will be settled in the form of Shares upon the vesting of the Restricted Stock Units. Where a fractional Share would be owed to the Participant upon the vesting of Restricted Stock Units, the Company may, in its sole discretion and to the

extent permitted by applicable law and the administrative practices of the Company, transfer agent, and brokerage provider then administering the Plan with respect to the Restricted Stock Units: (1) issue or cause to be credited to the Participant a fractional Share (including, if applicable, by crediting a fractional Share interest through a third-party broker or agent, without requiring the issuance of a separate fractional Share certificate by the Company), (2) round up the Shares that are payable to the Participant to the nearest whole number, or (3) pay a cash payment equivalent in place of such fractional Share. Upon issuance, Shares (including any fractional Share interest, if applicable) will be electronically transferred to an account in the Participant's name at the provider then administering the Plan as it relates to the Restricted Stock Units. The Shares to be issued upon settlement will be issued as soon as practicable to the Participant following each Vesting Date; provided that:

(i) such Shares will be issued no later than the date that is two and a half (2.5) months from the end of the later of (1) the Participant's tax year that includes the Vesting Date, or (2) the Company's tax year that includes the Vesting Date; and

(ii) for any Restricted Stock Units for which the Vesting Date is after the date the Participant attains Retirement Eligibility and which would constitute a "deferral of compensation" under Section 409A, Shares will be issued:

(A) on the applicable Vesting Date;

(B) within thirty (30) days following a Separation from Service within 24 months of a Change in Control which triggers accelerated vesting in accordance with the terms of this Agreement; or

(C) in the event of a Participant's death or RSU Disability, within thirty (30) days of the date of death or RSU Disability.

(c) Clawback. Notwithstanding any provision to the contrary, any "clawback" or "recoupment" policy required under applicable law or provided for under Company policy shall automatically apply to this Award.

8. **Dividend Equivalents.** During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of vested Restricted Stock Units, the Participant will accrue dividend equivalents on the Restricted Stock Units equal to any cash dividend or cash distribution that would have been paid on the Restricted Stock Unit had that Restricted Stock Unit been an issued and outstanding Share of Class A Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (1) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Unit to which they relate (and will be payable with respect to any Shares that are issued or that are withheld in order to satisfy Participant's Tax-Related Items), (2) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (3) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes. Upon the forfeiture of the Restricted Stock Units, any accrued dividend equivalents attributable to such Restricted Stock Units will also be forfeited.

9. **Responsibility for Taxes & Withholding.** Regardless of any action the Company, any of its Subsidiaries or any other entity which is a Related Entity takes with respect to any or all income tax, social insurance or social security, payroll tax, fringe benefits 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, any of its Subsidiaries or any other entity which is a Related Entity, if any. The Participant further acknowledges that the Company, any of its Subsidiaries or any other entity which is a Related Entity (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the issuance of Shares upon settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalents; and (2) 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 Grant Date and the date of any relevant taxable event, the Participant acknowledges that the Company, any of its Subsidiaries or any other entity which is a Related Entity may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Participant agrees as a condition of his or her participation in the Plan to make arrangements satisfactory to the Company, any of its Subsidiaries or any other entity which is a Related Entity (including the Employer) to satisfy all Tax-Related Items. In this regard, the Company, or their respective agents, will withhold Shares to be issued upon vesting/settlement of the Restricted Stock Units, unless the Company, or if different, the Employer, at their discretion, permit the obligations to be satisfied with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Participant's wages/salary or other cash compensation paid to the Participant by the Company, or if different, the Employer; or

(b) withholding from proceeds of the Shares acquired upon vesting/settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization).

Notwithstanding the above, if the Participant is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (a) and (b) above.

Notwithstanding anything to the contrary in the Plan, the Participant shall not be entitled to satisfy any Tax-Related Item or withholding obligation that arises as a result of the Agreement by delivering to the Company any shares of capital stock of the Company. To avoid negative accounting treatment, the Company, any of its Subsidiaries or any other entity which is a Related Entity may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates (but not in excess of the maximum amount permitted for tax withholding under applicable law). If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares attributable to the vested Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Participant's participation in the Plan.

The Participant shall pay to the Company, or if different, the Employer, any amount of Tax-Related Items that the Company, or if different, the Employer, may be required to withhold or account for as a result of the Participant's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the

proceeds of the sale of Shares if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

By accepting this grant of Restricted Stock Units, the Participant expressly consents to the methods of withholding Tax-Related Items by the Company, or if different, the Employer as set forth herein, including the withholding of Shares and the withholding from the Participant's wages/salary or other amounts payable to the Participant. All other Tax-Related Items related to the Restricted Stock Units and any Shares delivered in satisfaction thereof are the Participant's sole responsibility.

10. **Transferability.** The Participant shall have no right to sell, assign, transfer, pledge or otherwise encumber the Restricted Stock Units in any manner until the Shares are issued to the Participant upon settlement. Following settlement and issuance of Shares, in the event the Company permits the 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 notify the Participant in accordance with the terms of the Agreement. The Participant may only sell such Shares in compliance with such notification by the Company.

11. **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 Restricted Stock Units (whether vested or unvested) unless and until such Restricted Stock Units vest 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.

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

(a) The Plan is discretionary in nature and the Committee may amend, suspend, or terminate it at any time, to the extent permitted by the Plan.

(b) The grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of the Restricted Stock Units even if the Restricted Stock Units have been granted in the past.

(c) All determinations with respect to such future Restricted Stock Units, if any, including but not limited to, the times when the Restricted Stock Units shall be granted or when the Restricted Stock Units shall vest, will be at the sole discretion of the Committee.

(d) The Participant's participation in the Plan is voluntary.

(e) The future value of the Shares is unknown, indeterminable and cannot be predicted with certainty.

(f) No claim or entitlement to compensation or damages arises from the termination or forfeiture of the Award, termination of the Plan, or diminution in value of the Restricted Stock Units or Shares, or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and the Participant irrevocably releases the Company, any of its Subsidiaries or any other entity which is a Related Entity from any such claim that may arise.

(g) Neither the Plan nor the Restricted Stock Units shall be construed to create an employment relationship where any employment relationship did not otherwise already exist.

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

(i) The transfer of the employment of the Participant between the Company, any one of its Subsidiaries or any other entity which is a Related Entity (or between such entities) shall not be deemed a termination of service.

(j) Nothing in the Agreement 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 employee welfare plan or program of the Employer.

(k) 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.

(l) The Plan is operated and the Restricted Stock Units are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Subsidiary or affiliate of the Company (including, but not limited to, the Employer).

(m) No Subsidiary or affiliate of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement.

(n) In addition, the following provisions apply if the Participant is providing services outside the United States:

(i) The value of the Restricted Stock Units is an extraordinary item of compensation, which is outside the scope of the Participant's employment contract (if any), except as may otherwise be explicitly provided in the Participant's employment contract (if any).

(ii) The Restricted Stock Units are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating termination, severance, resignation, redundancy, dismissal, end of service, or similar payments, or bonuses, long-service awards, holiday pay, pension or retirement benefits or welfare or similar payments.

(iii) The Participant acknowledges and agrees that neither the Company, any Subsidiary nor any other entity which is a Related Entity shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

(iv) The Company reserves the right to impose other requirements on participation in the Plan, on the Restricted Stock Units 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 Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. **Changes in Stock**. In the event of a change in the capital stock of the Company as set forth in Section 16 of the Plan, the Restricted Stock Units 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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **Compliance with Laws and Regulations; General Restrictions on Delivery of Shares.** The Participant understands that the vesting of the Restricted Stock Units under the Plan and the issuance, transfer, assignment, sale, or other dealings of the Shares shall be subject to compliance by the Company, any of its Subsidiaries or any other entity which is a Related Entity and the Participant with all applicable requirements under the laws and Rules of the country of which the Participant is a resident and/or employed. Furthermore, the Participant agrees that he or she will not acquire Shares pursuant to the Plan

except in compliance with the laws and Rules of the country of which the Participant is a resident and/or employed.

The Company shall not be required to transfer or deliver any Shares, dividends, dividend equivalents 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 ensure 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 Units 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 Restricted Stock Units evidenced by the Agreement or the issuance, transfer or delivery of the Shares (or the payment of any dividends, dividend equivalents or other distributions related to the Shares), the Company shall not be required to transfer or deliver any Shares, dividends, dividend equivalents 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.

23. ***Authorization to Release and Transfer Necessary Personal Information.*** *The Participant hereby explicitly and unambiguously consents to the collection, use, processing, and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company, any of its Subsidiaries or any other entity which is a Related Entity for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company, any of its Subsidiaries or any other entity which is a Related Entity may hold certain personal information about the Participant including, but not limited to, the Participant's name, home address, email address, and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Restricted Stock Units and/or Shares held and the details of all Restricted Stock Units or any other entitlement to Shares awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Participant's participation in the Plan (the "Data"). The Participant understands that the Data may be transferred to the Company, any of its Subsidiaries or any other entity which is a Related Entity, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Global Privacy Lead at privacy@cbrands.com. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of Restricted Stock Units under the Plan or with whom Shares acquired pursuant to the vesting of the Restricted Stock Units or cash from the sale of such Shares may be deposited. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company, any of its Subsidiaries or any other entity which is a Related Entity or to any third parties is necessary for his or her participation in the Plan. The Participant understands that the Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting the Company's Global*

Privacy Lead at privacy@cbrands.com. The Participant further acknowledges that withdrawal of consent may affect his or her ability to vest in or realize benefits from the Restricted Stock Units, and his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Company's Global Privacy Lead at privacy@cbrands.com.

Finally, upon request of the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Employer) to the Employer that the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that the Participant will not be able to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Employer.

24. **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 agrees 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.

25. **English Language**. If the Participant is employed in a country where English is not an official language, the Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of this Agreement or have had the ability to consult with an advisor who is sufficiently proficient in the English language. The Participant further acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Plan be drawn up in English. If the Participant receives this Agreement, the Plan or any other documents related to the Plan translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

26. **Appendix.** Notwithstanding any provision of the Agreement to the contrary, this Restricted Stock Unit Award and the Shares acquired under the Plan shall be subject to any and all additional or different terms and provisions as set forth in the Appendix, if any, for the Participant's country of residence (and country of employment, if different). Further, if the Participant transfers his or her residence and/or employment to another country reflected in the Appendix to this Agreement, the additional or different terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws or rules to facilitate the operation and administration of the Restricted Stock Units and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Appendix shall constitute part of this Agreement.

APPENDIX

In addition to the terms and conditions of the Constellation Brands, Inc. Long-Term Stock Incentive Plan, as Amended and Restated as of July 18, 2017 (the "Plan") and the Agreement, the Participant's grant of Restricted Stock Units is subject to the following additional terms and conditions as set forth in this appendix (the "Appendix"). All defined terms as contained in this Appendix shall have the same meaning as set forth in the Plan and the Agreement.

CANADA

Resale Restriction. The Participant is permitted to sell the Shares acquired upon vesting through the designated broker appointed under the Plan, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of the stock exchange on which the shares are listed. The Shares are currently listed on the New York Stock Exchange.

Labor Law Information. For all purposes of this Agreement, and except as expressly required by applicable legislation, the Participant's employment or service relationship will terminate as of the earlier of: (1) the date upon which the Participant's employment with the Employer is terminated and (2) the date that the Participant receives written notice of termination of employment from the Employer, regardless of any period during which notice, pay in lieu of such notice or related payments or damages are required to be provided under local law (including, but not limited to statutory law, regulatory law and/or common law). For greater certainty, the Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

The following provisions apply to Participants in Quebec:

French Language Documents. A French translation of the Plan and the Agreement will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of the Plan and the Agreement will govern the Participant's Restricted Stock Unit and the Participant's participation in the Plan.

Documents en français. Une traduction en français du Plan et du Contrat sera mise à la disposition du Participant dès que raisonnablement possible. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Nonobstant toute disposition contraire dans le Contrat, et à sauf indication contraire de la part du Participant, la traduction française du Plan et du Contrat régira le Droit sur des Actions assujetti à des Restrictions et la participation au Plan du Participant.

Data Privacy. The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Restricted Stock Unit and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Restricted Stock Unit and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

ITALY

Plan Document Acknowledgment. By accepting the Restricted Stock Unit, the Participant acknowledges that he or she has received a copy of, and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Participant further acknowledges that the Participant has read and specifically and expressly agrees to the following provisions of the Agreement: (Section 7) Settlement of Restricted Stock Units; (Section 9) Responsibility for Taxes & Withholding; (Section 12) Acknowledgments; (Section 17) Governing Law; (Section 22) Compliance with Laws and Regulations; General Restrictions on Delivery of Shares; (Section 23) Authorization to Release and Transfer Necessary Personal Information; (Section 24) Electronic Delivery and Execution; (Section 25) English Language; and (Section 26) Appendix.

Exchange Control Information. If the Participant holds investments abroad or foreign financial assets (*e.g.*, cash, shares of stock, restricted stock units) that may generate income taxable in Italy, the Participant is required to report them on the Participant's annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Participant if the Participant is a beneficial owner of the investments, even if the Participant does not directly hold investments abroad or foreign assets.

Data Privacy. This provision supplements Section 23 of the Agreement:

Notwithstanding Section 23, the Company hereby notifies the Participant that the collection, use, processing and transfer in electronic or other form of the Participant's Data in relation to the Company's award of the Restricted Stock Units shall be made in accordance with the Ruffino S.r.l., Employee Data Protection Notice, as updated from time to time.

MEXICO

Use of English Language. The parties acknowledge that it is their express wish that the present agreement, as well as all documents, notices and legal proceedings entered into, given or instituted

pursuant hereto or relating directly or indirectly hereto, be drawn up in English. As a convenience, the award agreement and other documents have been translated into Spanish. If the meaning of the translated version of any document or text is different than the English version, the English version will control. *Uso del idioma inglés. Las partes señalan que es su expreso deseo que el presente acuerdo, así como todos los documentos, comunicaciones y procedimientos judiciales en los que entren a ser parte, otorgados o instituidos a este respecto, o relacionados directa o indirectamente con el mismo, se redacten en inglés. Para su comodidad, el acuerdo de adjudicación y otros documentos han sido traducidos al español. Si el significado de la versión traducida de cualquier documento o texto no fuera el mismo que el de la versión inglesa, prevalecerá el significado de la versión inglesa.*

Labor Law Acknowledgement and Policy Statement. By accepting the Restricted Stock Units, the Participant acknowledges that Constellation Brands, Inc., with registered offices at 50 East Broad Street, Rochester, New York 14614, United States of America, is solely responsible for the administration of the Plan. The Participant further acknowledges his or her participation in the Plan, the grant of Restricted Stock Units and any acquisition of Shares under the Plan do not constitute an employment relationship between the Participant and the Company because the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is a Mexican legal entity ("Constellation-Mexico"). Based on the foregoing, the Participant expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Participant and his or her Employer, Constellation-Mexico, and do not form part of the employment conditions and/or benefits provided by Constellation-Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company, therefore, the Company reserves the absolute right to amend and/or discontinue the Participant's participation in the Plan at any time, without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to himself/herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that the Participant therefore grants a full and broad release to the Company, its Subsidiaries, branches, representation offices, shareholders, officers, agents and legal representatives, with respect to any claim that may arise.

Securities Law Information. The Restricted Stock Units granted, and any Shares acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Participant because of the Participant's existing relationship with the Company and any subsidiary or affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Constellation-Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NEW ZEALAND

Securities Law Notice.

WARNING

This is an offer of Restricted Stock Units which, upon vesting and settlement in accordance with its terms, will be converted into Shares. Shares give the Participant a stake in the ownership of Constellation Brands. The Participant may receive a return if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make informed decisions.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.
Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The Shares are quoted on the New York Stock Exchange. This means that if the Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

The Participant is entitled to receive, free of charge, a copy of Constellation Brands' latest annual report, financial statements and auditor's report if the Participant makes a request to the local Human Resources Department at Constellation Brands New Zealand's headquarters, 6/46 Maki Street, Westgate, Auckland 0814, New Zealand. The annual report and financial statements may be obtained from Constellation Brands' website at www.cbrands.com.

Exhibit 10.4

PERFORMANCE SHARE UNIT AGREEMENT
Pursuant to the
CONSTELLATION BRANDS, INC.
LONG-TERM STOCK INCENTIVE PLAN

Name of Participant:	
Grant Date:	
Target Number of Performance Share Units:	
Service Vesting Date:	
Earliest Retirement Date:	**The first November 1st that is at least six months following the Date of Grant**
PSU Payment Period	**Within the two-week period following the Service Vesting Date**

Constellation Brands, Inc. (the "Company") hereby awards to the designated participant (the "Participant"), the opportunity to receive the Performance Share Units described herein under the Company's Long-Term Stock Incentive Plan, Amended and Restated as of July 18, 2017 (the "Plan"). The principal features of this Award are set forth above, including the date of grant of the Performance Share Units (the "Grant Date"). This Award shall be effective on the Grant Date. The Performance Share Units consist of the right to receive shares of Class A Common Stock, par value $.01 per share, of the Company ("Shares"). Generally, the Participant will not receive any Performance Share Units unless specified service and performance requirements are satisfied. The Performance Share Units are subject to the provisions of the Terms and Conditions of Performance Share Unit Agreement and the Appendix, if any (together, this "Agreement") and terms of the Plan.

PLEASE BE SURE TO READ ALL OF THE SPECIFIC TERMS AND CONDITIONS OF THIS AGREEMENT. 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 TERMS AND CONDITIONS OF THIS AWARD OF PERFORMANCE SHARE UNITS (WHICH SERVES AS MY ELECTRONIC SIGNATURE OF THIS AGREEMENT), I AGREE THAT MY PARTICIPATION IN THE PLAN IS GOVERNED BY THE PROVISIONS OF THE PLAN AND THIS AGREEMENT (INCLUDING ITS TERMS AND CONDITIONS AND THE APPENDIX, IF ANY, FOR MY COUNTRY OF RESIDENCE OR EMPLOYMENT, IF DIFFERENT). IF I FAIL TO ACCEPT THE TERMS AND CONDITIONS OF THIS AWARD WITHIN NINETY (90) DAYS OF THE GRANT DATE SET FORTH ABOVE, THE COMPANY MAY DETERMINE THAT THIS AWARD HAS BEEN FORFEITED.

TERMS AND CONDITIONS OF PERFORMANCE SHARE UNIT AGREEMENT

1. Award. The Company hereby grants to the Participant under the Plan as a separate incentive and not in lieu of any salary or other compensation for his or her services the opportunity to receive Performance Share Units as of the Grant Date specified above, subject to all of the terms and conditions in this Agreement and the Plan. Generally, the Participant will not receive any Performance Share Units unless the specified service and performance requirements set forth herein are satisfied.

2. Vesting in Performance Share Units. Any Performance Share Units that do not vest in accordance with this Section shall be forfeited and shall not be paid.

(a) Performance and service vesting requirements. Except as otherwise provided under this Agreement, both performance and service vesting requirements must be satisfied before the Participant can earn Performance Share Units under this Agreement. With certain exceptions noted below, the Participant will vest in his/her right to receive Performance Share Units under this Agreement if the Participant remains in Continuous Service with the Company, any of its Subsidiaries, or any other entity which is a Related Entity (the "Employer") until the Service Vesting Date (as set forth on the first page of this Agreement) and the Company achieves the performance targets specified in Schedule A. The Participant ceases to be employed with the Employer on the date that the entity employing the Participant ceases to be a Subsidiary or an entity which is a Related Entity. For participants based outside of the United States, the Participant ceases to be employed by the Employer on the later of (i) the date that is the last day of any statutory notice of termination period applicable to the Participant pursuant to applicable employment standards legislation (but only if the Participant is entitled to such a notice under applicable employment standards legislation) or (ii) the date that is designated by the Employer as the last date of the Participant's employment with the Employer, and the date the Participant's ceases to be employed by the Employer specifically does not mean the date on which any period of reasonable notice that the Employer may be required at law to provide to the Participant expires. If the Participant remains in Continuous Service with the Employer until the Service Vesting Date, the Participant shall vest in his/her right to receive a number of Performance Share Units based on the performance matrix set forth in Schedule A. Schedule A sets forth how the number of the Participant's vested Performance Share Units is calculated.

(b) Death or Disability. If the Participant dies or incurs a PSU Disability (as defined below) while employed by the Employer prior to the Service Vesting Date, the Participant shall vest in a number of Performance Share Units equal to the number of the Participant's Target Number of Performance Share Units, provided that such Performance Share Units were not previously forfeited. A "PSU Disability" means a disability as defined under Treasury regulation section 1.409A-3(i)(4)(i)(A) which generally means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. Any Performance Share Units that do not vest under this provision shall be forfeited upon the Participant's death or PSU Disability.

(c) Retirement. If the Participant ceases to be in Continuous Service with the Employer prior to the Service Vesting Date as a result of the Participant's Retirement at any time on or after the Earliest Retirement Date (as set forth on the first page of this Agreement), the Participant shall be deemed to have met the service vesting requirements under this Agreement and shall be eligible to receive the full number of Performance Share Units to which the Participant would be entitled based on actual performance during the Valuation Period as described in the performance matrix set forth in Schedule A. For purposes of this Agreement:

(i) “Retirement” means the Participant ceases to be employed by the Employer for any reason other than Cause, death or disability (including but not limited to a PSU Disability) on or after the date the Participant attains Retirement Eligibility with respect to this Award;

(ii) “Retirement Eligibility” with respect to this Award means a Participant attaining either: (A) age fifty five (55) and completing ten (10) Full Years of Continuous Service with the Employer; or (B) age sixty (60) and completing five (5) Full Years of Continuous Service with the Employer; and

(iii) “Full Year” means a twelve-month period beginning on the date of the Participant's commencement of service for the Employer and each anniversary thereof.

The Participant's Continuous Service with the Employer shall be determined by the Committee in its sole discretion (subject to applicable requirements of Code Section 409A and the Treasury regulations and guidance issued thereunder (“Section 409A”), to the extent applicable).

(d) Leave of Absence. Unless otherwise determined by the Committee or required under Section 409A, an authorized leave of absence pursuant to a written agreement or other leave entitling the Participant to re-employment in a comparable position by law or Rule shall not constitute a termination of employment for purposes of the Plan and shall not interrupt the Participant's Continuous Service with the Employer 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.

(e) Change in Control. If the successor or purchaser in the Change in Control has assumed the Company's obligations with respect to the Performance Share Units or provided a substitute award as contemplated by Section 22 of the Plan and, within 24 months following the occurrence of the Change in Control, the Participant's employment is terminated without Cause or the Participant terminates employment for Good Reason, the Participant shall become vested in the Participant's Target Number of Performance Share Units or if a substitute award has been provided, a number of units in the successor company (or a subsidiary or affiliate of such successor company, as applicable) that is equal in value to the Participant's Target Number of Performance Share Units as of the effective date of the Change in Control; provided that such Performance Share Units or substitute award units were not previously forfeited.

3. Restrictive Covenants.

(a) The Participant agrees that (i) during the period of employment with the Company, its Subsidiaries, and/or any other entity which is a Related Entity (and its successors) (“Constellation” for purpose of this Section) and (ii) during any period of continued vesting following Retirement in accordance with the terms of this Agreement, the Participant will not, without the written consent of the Company, seek or obtain a position with a Competitor (as defined below) in which the Participant will use or is likely to use any confidential information or trade secrets of Constellation, or in which the Participant has duties for such Competitor that involve Competitive Services (as defined below) and that are the same or similar to those services actually performed by the Participant for Constellation. The parties agree that the Participant may continue service on any boards of directors on which he or she is serving while employed by Constellation. If Participant's employment is terminated by the Participant for Good Reason or by Constellation for any reason other than Cause, then Constellation will not unreasonably withhold such consent provided Constellation receives information and assurances, satisfactory to Constellation, regarding the Participant's new position.

(b) The Participant understands and agrees that the relationship between Constellation and each of their respective employees constitutes a valuable asset of Constellation and may not be converted to the Participant's own use. Accordingly, the Participant hereby agrees that (i) during the period of employment with Constellation and (ii) during any period of continued vesting following Retirement in accordance with the terms of this Agreement, the Participant shall not directly or indirectly, on his or her own behalf or on behalf of another person, solicit or induce any employee to terminate his or her employment relationship with Constellation or to enter into employment with another person. The foregoing shall not apply to employees who respond to solicitations of employment directed to the general public or who seek employment at their own initiative.

For the purposes of this Section, “Competitive Services” means the provision of goods or services that are competitive with any goods or services offered by Constellation including, but not limited to manufacturing, importing, exporting, distributing or selling cannabis, wine, beer, liquor or other alcoholic beverages in the United States, Canada, New Zealand, Italy and/or Mexico. The parties acknowledge that Constellation may from time to time during the term of this Agreement change or increase the line of goods or services it provides and its geographic markets, and the Participant agrees that this provision shall be deemed to be amended from time to time to include such different or additional goods, services, and geographic markets to the definition of “Competitive Services” for purposes of this Section. “Competitor” means any individual or any entity or enterprise engaged, wholly or in part, in Competitive Services.

(c) The Participant agrees that, due to his or her position of trust and confidence, the restrictions contained in this Section are reasonable, and the equity compensation conferred on the Participant in this Agreement is adequate consideration, and, since the nature of Constellation's collective business is international in scope, the geographic restriction herein is reasonable.

(d) The Participant acknowledges that a breach of this Section will cause irreparable injury and damage, which cannot be reasonably or adequately compensated by money damages. Accordingly, the Participant acknowledges that the remedies of injunction and specific performance shall be available in the event of such a breach, and the Company shall be entitled to money damages, costs and attorneys' fees, and other legal or equitable remedies, including an injunction pending trial, without the posting of bond or other security. Any period of restriction set forth in this Section shall be extended for a period of time equal to the duration of any breach or violation thereof.

(e) In the event of the Participant's breach of this Section, in addition to the injunctive relief described above, all unvested Performance Share Units held by the Participant shall be immediately forfeited on the date which the Participant breaches this Section unless terminated sooner by operation of another term or condition of this Agreement or the Plan, and any gain realized by the Participant from the vesting of any Performance Share Units, following such breach, shall be paid by the Participant to the Company.

(f) In the event that any provision of this Section is held to be in any respect an unreasonable restriction, then the court so holding may modify the terms thereof, including the period of time during which it operates or the geographic area to which it applies, or effect any other change to the extent necessary to render this Section enforceable, it being acknowledged by the parties that the representations and covenants set forth herein are of the essence of this Agreement. Notwithstanding anything in this Agreement to the contrary, the post-employment restrictive covenants described in this Section above will not apply to this Award to the extent required under California law or other applicable law, as determined by the Company.

(g) Trade Secrets and Confidential Information. The Participant agrees that unless duly authorized in writing by the Company, the Participant will neither during his or her employment by Constellation nor at any time thereafter divulge or use in connection with any business activity other than that of Constellation any trade secrets or confidential information first acquired by the Participant during and by virtue of employment with Constellation. Notwithstanding the foregoing, nothing in this Agreement prohibits the Participant from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower protections of federal law or regulation.

4. 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 Performance Share Units at any time; provided that, the time or schedule of any amount to be settled pursuant to the terms of this Agreement that provides for the deferral of compensation under Section 409A, may not be accelerated except as otherwise permitted under Section 409A. The Committee has complete and full discretionary authority to make all decisions and determinations under this Agreement, and all decisions and determinations by the Committee will be final and binding upon all persons, including, but not limited to, the Participant and his/her personal representatives, heirs and assigns.

5. Death of Participant. Any distribution or delivery to be made to the Participant under this Agreement shall, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the Participant does not designate any beneficiary or the Committee does not permit beneficiary designations, to the administrator or executor of the Participant's estate. Any designation of a beneficiary by the Participant shall be effective only if such designation is made in a form and manner acceptable to the Committee. Any such permitted transferee upon the Participant's death must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

6. Code Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that any delivery of Shares to the Participant is made upon, or as a result of the Participant's termination of employment (other than as a result of death), and the Participant is a “specified employee” (as that term is defined under Section 409A) at the time the Participant becomes entitled to delivery of such Shares, and provided further that the delivery of such Shares does not otherwise qualify for an applicable exemption from Section 409A, then no such delivery of such Shares shall be made to the Participant under this Agreement until the date that is the earlier to occur of: (i) the Participant's death, or (ii) six (6) months and one (1) day following the Participant's termination of employment (the “Delay Period”). For purposes of this Agreement, to the extent the Performance Share Units (or equivalent units received following a Change in Control) are subject to the provision of Section 409A, the terms “ceases to be employed”, “termination of employment” and variations thereof, as used in this Agreement, are intended to mean a termination of employment that constitutes a “separation from service” under Section 409A.

Performance Share Units are generally intended to be exempt from Section 409A as short-term deferrals and, accordingly, the terms of this Agreement shall be construed to preserve such exemption. To the extent that Performance Share Units granted under this Agreement are subject to the requirements of Section 409A, this Agreement shall be interpreted and administered in accordance with the intent that the Participant not be subject to tax under Section 409A. Neither the Company, any of its Subsidiaries nor any entity which is a Related Entity shall be liable to any Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant might owe as a result of participation in the Plan, and the Company, its Subsidiaries nor any other entity

which is a Related Entity shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A, unless otherwise specified.

7. Settlement of Performance Share Units.

(a) Status as a Creditor. Unless and until Performance Share Units have vested and become payable, the Participant will have no settlement right with respect to any Performance Share Units. Prior to settlement of any vested Performance Share Units, the vested Performance Share Units will represent an unfunded and unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. The Participant is an unsecured general creditor of the Company, and settlement of Performance Share Units is subject to the claims of the Company's creditors.

(b) Form and Timing of Settlement. Performance Share Units will be settled in the form of Shares of Class A Stock. Fractional Shares will not be issued upon the vesting of Performance Share Units. In the event that a fractional Share is owed to the Participant, the Company may, in its sole discretion and to the extent permitted by applicable law and the administrative practices of the Company, transfer agent, and brokerage provider then administering the Plan with respect to the Performance Share Units: (1) issue or cause to be credited to the Participant a fractional Share (including, if applicable, by crediting a fractional Share interest through a third-party broker or agent, without requiring the issuance of a separate fractional Share certificate by the Company), (2) round up the Shares that are payable to the Participant to the nearest whole number, or (3) pay a cash payment equivalent in place of such fractional Share. Upon issuance, Shares (including any fractional Share interest, if applicable) will be electronically transferred to an account in the Participant's name at the provider then administering the Plan as it relates to the Performance Share Units. The Shares to be issued upon settlement will be issued as soon as practicable to the Participant following the Service Vesting Date; provided that:

(i) such Shares shall be paid during the PSU Payment Period (as set forth on the first page of this Agreement), but payment shall only be made after the Committee completes a written certification with respect to this Award;

(ii) if the Participant dies or incurs a PSU Disability while employed by the Employer prior to the Service Vesting Date, the Participant's vested Performance Share Units shall be paid within thirty (30) days following the date of the Participant's death or PSU Disability; or

(iii) if the Participant's employment is terminated within 24 months of a Change in Control which triggers accelerated vesting in accordance with the terms of this Agreement, the Participant shall receive payment within thirty (30) days following the date of the Participant's termination of employment.

(c) Clawback. Notwithstanding any provision to the contrary, any “clawback” or “recoupment” policy required under applicable law or provided for under Company policy shall automatically apply to this Award.

8. Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of vested Performance Share Units, the Participant will accrue dividend equivalents on the Performance Share Units equal to any cash dividend or cash distribution that would have been paid on the Performance Share Unit had that Performance Share Unit been an issued and outstanding Share of Class A Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Performance Share Unit to which they relate (and will be payable with respect to any Shares that are issued or that are withheld in order to satisfy Participant's Tax-Related Items), (ii) will be

denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes. Upon the forfeiture of the Performance Share Units, any accrued dividend equivalents attributable to such Performance Share Units will also be forfeited.

9. Responsibility for Taxes & Withholding. Regardless of any action the Company, any of its Subsidiaries or any other entity which is a Related Entity takes with respect to any or all income tax, social insurance or social security, payroll tax, fringe benefits 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, any of its Subsidiaries or any other entity which is a Related Entity, if any. The Participant further acknowledges that the Company, any of its Subsidiaries or any other entity which is a Related Entity (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Share Units, including, but not limited to, the grant, vesting or settlement of the Performance Share Units, the issuance of Shares upon settlement of the Performance Share Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalents; and (2) 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 Grant Date and the date of any relevant taxable event, the Participant acknowledges that the Company, any of its Subsidiaries or any other entity which is a Related Entity may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Participant agrees as a condition of his or her participation in the Plan to make arrangements satisfactory to the Company, any of its Subsidiaries or any other entity which is a Related Entity (including the Employer) to satisfy all Tax-Related Items. In this regard, the Company, or their respective agents, will withhold Shares to be issued upon vesting/settlement of the Performance Share Units, unless the Company, or if different, the Employer, at their discretion, permit the obligations to be satisfied with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Participant's wages/salary or other cash compensation paid to the Participant by the Company, or if different, the Employer; or

(b) withholding from proceeds of the Shares acquired upon settlement of the Performance Share Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization).

Notwithstanding the above, if the Participant is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (a) and (b) above.

Notwithstanding anything to the contrary in the Plan, the Participant shall not be entitled to satisfy any Tax-Related Item or withholding obligation that arises as a result of the Agreement by delivering to the Company any shares of capital stock of the Company. To avoid negative accounting treatment, the Company, any of its Subsidiaries or any other entity which is a Related Entity may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or

other applicable withholding rates (but not in excess of the maximum amount permitted for tax withholding under applicable law). If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares attributable to the vested Performance Share Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Participant's participation in the Plan.

The Participant shall pay to the Company, or if different, the Employer, any amount of Tax-Related Items that the Company, or if different, the Employer, may be required to withhold or account for as a result of the Participant's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

By accepting this grant of Performance Share Units, the Participant expressly consents to the methods of withholding Tax-Related Items by the Company, or if different, the Employer as set forth herein, including the withholding of Shares and the withholding from the Participant's wages/salary or other amounts payable to the Participant. All other Tax-Related Items related to the Performance Share Units and any Shares delivered in satisfaction thereof are the Participant's sole responsibility.

10. Transferability. The Participant shall have no right to sell, assign, transfer, pledge or otherwise encumber the Performance Share Units in any manner until the Shares are issued to the Participant upon settlement. Following settlement and issuance of Shares, in the event the Company permits the Participant to arrange for a 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 notify the Participant in accordance with the terms this Agreement. The Participant may only sell such Shares in compliance with such notification by the Company.

11. 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 Performance Share Units (whether vested or unvested) or underlying Shares unless and until such Performance Share Units vest 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.

12. Acknowledgments. The Participant acknowledges and agrees to the following:

(a) The Plan is discretionary in nature and the Committee may amend, suspend, or terminate it at any time, to the extent permitted by the Plan.

(b) The grant of the Performance Share Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Performance Share Units, or benefits in lieu of the Performance Share Units, even if the Performance Share Units have been granted in the past.

(c) All determinations with respect to such future Performance Share Units, if any, including, but not limited to, the times when Performance Share Units shall be granted or when Performance Share Units shall vest, will be at the sole discretion of the Committee.

(d) The Participant's participation in the Plan is voluntary.

(e) The future value of the Shares is unknown, indeterminable and cannot be predicted with certainty.

(f) No claim or entitlement to compensation or damages arises from the termination or forfeiture of the Award, termination of the Plan, or diminution in value of the Performance Share Units or Shares, or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and the Participant irrevocably releases the Company, any of its Subsidiaries or any other entity which is a Related Entity from any such claim that may arise.

(g) Neither the Plan nor the Performance Share Units shall be construed to create an employment relationship where any employment relationship did not otherwise already exist.

(h) Nothing in this Agreement or the Plan shall confer upon the Participant any right to continue to be employed by the Employer or shall int7erfere with or restrict in any way the rights of the Employer, which are hereby expressly reserved, to terminate the employment of the Participant under applicable law.

(i) The transfer of the employment of the Participant between the Company, any one of its Subsidiaries or any other entity which is a Related Entity (or between such entities) shall not be deemed a termination of service.

(j) Nothing in this Agreement 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 employee welfare plan or program of the Employer.

(k) 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.

(l) The Plan is operated and the Performance Share Units are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Subsidiary or affiliate of the Company (including, but not limited to, the Employer).

(m) No Subsidiary or affiliate of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement.

(n) In addition, the following provisions apply if the Participant is providing services outside the United States:

(i) The value of the Performance Share Units is an extraordinary item of compensation, which is outside the scope of the Participant's employment contract (if any), except as may otherwise be explicitly provided in the Participant's employment contract (if any).

(ii) The Performance Share Units are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating termination, severance, resignation, redundancy, dismissal, end of service, or similar payments, or bonuses, long-service awards, holiday pay, pension or retirement benefits or welfare or similar payments.

(iii) The Participant acknowledges and agrees that neither the Company, any Subsidiary nor any other entity which is a Related Entity shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Performance Share Units or of any amounts due to the Participant pursuant to the settlement of the Performance Share Units or the subsequent sale of any Shares acquired upon settlement.

(iv) The Company reserves the right to impose other requirements on participation in the Plan, on the Performance Share Units 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 laws or other applicable Rule or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. Changes in Stock. In the event of a change in the capital stock of the Company as set forth in Section 16 of the Plan, the Performance Share Units 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.

14. 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.

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

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

17. Governing Law. This 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.

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

19. Severability. In the event that any provision in this 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 this Agreement.

20. Modifications to this Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not executing this Agreement in reliance on any promises, representations, or inducements other than those contained

herein. Modifications to this Agreement can be made only in an express written contract executed by a duly authorized officer of the Company.

21. 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.

22. Compliance with Laws and Regulations; General Restrictions on Delivery of Shares. The Participant understands that the vesting of the Performance Share Units under the Plan and the issuance, transfer, assignment, sale, or other dealings of the Shares shall be subject to compliance by the Company, any of its Subsidiaries or any other entity which is a Related Entity and the Participant with all applicable requirements under the laws and Rules of the country of which the Participant is a resident and/or employed. Furthermore, the Participant agrees that he or she will not acquire Shares pursuant to the Plan except in compliance with the laws and Rules of the country of which the Participant is a resident and/or employed.

The Company shall not be required to transfer or deliver any Shares, dividends, dividend equivalents 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 ensure 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 Performance Share Units evidenced by this 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 Performance Share Units evidenced by this Agreement or the issuance, transfer or delivery of the Shares (or the payment of any dividends, dividend equivalents or other distributions related to the Shares), the Company shall not be required to transfer or deliver any Shares, dividends, dividend equivalents 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.

23. ***Authorization to Release and Transfer Necessary Personal Information.*** *The Participant hereby explicitly and unambiguously consents to the collection, use, processing, and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company, any of its Subsidiaries or any other entity which is a Related Entity for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company, any of its Subsidiaries or any other entity which is a Related Entity may hold certain personal information about the Participant including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Performance Share Units and/or Shares held and the details of all Performance Share Units or any other entitlement to Shares awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Participant's participation in the Plan (the "Data"). The Participant understands that the Data may be transferred to the Company, any of its Subsidiaries or any other entity which is a Related Entity, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere, and that any*

recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Global Privacy Lead at privacy@cbrands.com. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of Performance Share Units under the Plan or with whom Shares acquired pursuant to the vesting of the Performance Share Units or cash from the sale of such Shares may be deposited. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company, any of its Subsidiaries or any other entity which is a Related Entity or to any third parties is necessary for his or her participation in the Plan. The Participant understands that the Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting the Company's Global Privacy Lead at privacy@cbrands.com. The Participant further acknowledges that withdrawal of consent may affect his or her ability to vest in or realize benefits from the Performance Share Units, and his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Company's Global Privacy Lead at privacy@cbrands.com.

Finally, upon request of the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Employer) to the Employer that the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that the Participant will not be able to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Employer.

24. 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 this 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 agrees 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.

25. English Language. If the Participant is employed in a country where English is not an official language, the Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of this Agreement or have had the ability to consult with an advisor who is sufficiently proficient in the English language. The Participant further acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Plan be drawn up in English. If the Participant receives this Agreement, the Plan or any other documents related to the Plan translated into a

language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

26. Appendix. Notwithstanding any provision of the Agreement to the contrary, this Performance Share Unit Award and the Shares acquired under the Plan shall be subject to any and all additional or different terms and provisions as set forth in the Appendix, if any, for the Participant's country of residence (and country of employment, if different). Further, if the Participant transfers his or her residence and/or employment to another country reflected in the Appendix to this Agreement, the additional or different terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws or rules to facilitate the operation and administration of the Performance Share Units and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Appendix shall constitute part of this Agreement.

APPENDIX

In addition to the terms and conditions of the Constellation Brands, Inc. Long-Term Stock Incentive Plan, as Amended and Restated as of July 18, 2017 (the "Plan") and the Agreement, the Participant's grant of Performance Share Units is subject to the following additional terms and conditions as set forth in this appendix (the "Appendix"). All defined terms as contained in this Appendix shall have the same meaning as set forth in the Plan and the Agreement.

CANADA

Resale Restriction. The Participant is permitted to sell the Shares acquired upon vesting through the designated broker appointed under the Plan, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of the stock exchange on which the shares are listed. The Shares are currently listed on the New York Stock Exchange.

Labor Law Information. For all purposes of this Agreement, and except as expressly required by applicable legislation, the Participant's employment or service relationship will terminate as of the earlier of: (1) the date upon which the Participant's employment with the Employer is terminated and (2) the date that the Participant receives written notice of termination of employment from the Employer, regardless of any period during which notice, pay in lieu of such notice or related payments or damages are required to be provided under local law (including, but not limited to statutory law, regulatory law and/or common law). For greater certainty, the Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Performance Share Units under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

The following provisions apply to Participants in Quebec:

French Language Documents. A French translation of the Plan and the Agreement will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of the Plan and the Agreement will govern the Participant's Performance Share Unit and the Participant's participation in the Plan.

Documents en français. Une traduction en français du Plan et du Contrat sera mise à la disposition du Participant dès que raisonnablement possible. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Nonobstant toute disposition contraire dans le Contrat, et à sauf indication contraire de la part du Participant, la traduction française du Plan et du Contrat régira le Droit sur des Actions lié à la Performance et la participation au Plan du Participant.

Data Privacy. The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Performance Share Unit and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Performance Share Unit and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

ITALY

Plan Document Acknowledgment. By accepting the Performance Share Unit, the Participant acknowledges that he or she has received a copy of, and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Participant further acknowledges that the Participant has read and specifically and expressly agrees to the following provisions of the Agreement: (Section 7) Settlement of Performance Share Units; (Section 9) Responsibility for Taxes & Withholding; (Section 12) Acknowledgments; (Section 17) Governing Law; (Section 22) Compliance with Laws and Regulations; General Restrictions on Delivery of Shares; (Section 23) Authorization to Release and Transfer Necessary Personal Information; (Section 24) Electronic Delivery and Execution; (Section 25) English Language; and (Section 26) Appendix.

Exchange Control Information. If the Participant holds investments abroad or foreign financial assets (*e.g.*, cash, shares of stock, performance share units) that may generate income taxable in Italy, the Participant is required to report them on the Participant's annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Participant if the Participant is a beneficial owner of the investments, even if the Participant does not directly hold investments abroad or foreign assets.

Data Privacy. This provision supplements Section 23 of the Agreement:

Notwithstanding Section 23, the Company hereby notifies the Participant that the collection, use, processing and transfer in electronic or other form of the Participant's Data in relation to the Company's award of the Performance Share Units shall be made in accordance with the Ruffino S.r.l., Employee Data Protection Notice, as updated from time to time.

MEXICO

Use of English Language. The parties acknowledge that it is their express wish that the present agreement, as well as all documents, notices and legal proceedings entered into, given or instituted

pursuant hereto or relating directly or indirectly hereto, be drawn up in English. As a convenience, the award agreement and other documents have been translated into Spanish. If the meaning of the translated version of any document or text is different than the English version, the English version will control. *Uso del idioma inglés. Las partes señalan que es su expreso deseo que el presente acuerdo, así como todos los documentos, comunicaciones y procedimientos judiciales en los que entren a ser parte, otorgados o instituidos a este respecto, o relacionados directa o indirectamente con el mismo, se redacten en inglés. Para su comodidad, el acuerdo de adjudicación y otros documentos han sido traducidos al español. Si el significado de la versión traducida de cualquier documento o texto no fuera el mismo que el de la versión inglesa, prevalecerá el significado de la versión inglesa.*

Labor Law Acknowledgement and Policy Statement. By accepting the Performance Share Units, the Participant acknowledges that Constellation Brands, Inc., with registered offices at 50 East Broad Street, Rochester, New York 14614, United States of America, is solely responsible for the administration of the Plan. The Participant further acknowledges his or her participation in the Plan, the grant of Performance Share Units and any acquisition of Shares under the Plan do not constitute an employment relationship between the Participant and the Company because the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is a Mexican legal entity ("Constellation-Mexico"). Based on the foregoing, the Participant expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Participant and his or her Employer, Constellation-Mexico, and do not form part of the employment conditions and/or benefits provided by Constellation-Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company, therefore, the Company reserves the absolute right to amend and/or discontinue the Participant's participation in the Plan at any time, without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to himself/herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that the Participant therefore grants a full and broad release to the Company, its Subsidiaries, branches, representation offices, shareholders, officers, agents and legal representatives, with respect to any claim that may arise.

Securities Law Information. The Performance Share Units granted, and any Shares acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Performance Share Units may not be publicly distributed in Mexico. These materials are addressed to the Participant because of the Participant's existing relationship with the Company and any subsidiary or affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Constellation-Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NEW ZEALAND

Securities Law Notice.

WARNING

This is an offer of Performance Share Units which, upon vesting and settlement in accordance with its terms, will be converted into Shares. Shares give the Participant a stake in the ownership of Constellation Brands. The Participant may receive a return if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make informed decisions.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The Shares are quoted on the New York Stock Exchange. This means that if the Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

The Participant is entitled to receive, free of charge, a copy of Constellation Brands' latest annual report, financial statements and auditor's report if the Participant makes a request to the local Human Resources Department at Constellation Brands New Zealand's headquarters, 6/46 Maki Street, Westgate, Auckland 0814, New Zealand. The annual report and financial statements may be obtained from Constellation Brands' website at www.cbrands.com.

Exhibit 10.5

FULL AND FINAL RELEASE OF CLAIMS

In consideration of the payments provided for in Sections 6(b)-(d) of the Executive Employment Agreement (hereinafter referred to as the "Employment Agreement") between Constellation Brands, Inc. ("Company") and William A. Newlands (hereinafter referred to as "Executive"), which is attached hereto and forms a part of this Full and Final Release of Claims ("Agreement"), the Company and the Executive mutually desire to enter into this Agreement and hereby agree as follows:

1. Executive hereby acknowledges and agrees that April 30, 2026, was Executive's last day of employment at the Company (the "Termination Date").

2. Executive was offered twenty-one (21) calendar days to consider this Agreement and to decide whether or not Executive wants to sign it. Executive agrees that any requests to modify, or modifications, material or otherwise, made to this Agreement, do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

3. This Agreement may not be signed and returned by Executive until AFTER Executive's Termination Date with the Company.

4. Executive has been advised to consult with an attorney of Executive's choice concerning this Agreement because Executive is giving up significant rights. Executive acknowledges that Executive has been so advised.

5. Executive has carefully considered other alternatives to executing this Agreement and Executive has decided to sign it.

6. Executive is entitled to change Executive's mind and revoke this Agreement within seven (7) calendar days after Executive signs it. This Agreement will not become effective and Executive will not be eligible to receive the payments or benefits set out in Sections 6(b)-(d) of the Employment Agreement until the 8th day after Executive signs it without revoking it. To revoke this Agreement, Executive agrees to deliver a letter signed by Executive by the end of the applicable seven (7) calendar day revocation period to Constellation Brands, Inc., Attn: Chief Legal Officer, 50 East Broad St., Rochester, New York, 14614, or via e-mail at CBILegal@cbrands.com.

7. In consideration for Executive timely signing and not revoking this Agreement, the Company agrees to make the payments and provide the benefits set forth in Sections 6(b)-(d) of the Employment Agreement and make such payments during the time periods set forth therein. The lump sum payable under Sections 6(b) of the Employment Agreement is $6,902,283.33, as calculated in Exhibit 1 to this Agreement. The Company and Executive expressly agree that the Company is not otherwise obligated to make the payments or provide the benefits described in Sections 6(b)-(d) of the Employment Agreement in the absence of this Agreement; that Executive is not otherwise entitled to receive the payments or benefits set forth in in Sections 6(b)-(d) of the Employment Agreement in the absence of this Agreement; and that, if Executive does not sign this Agreement or, after signing it, revokes Executive's signature as provided herein, or breaches any of its provisions (including the non-disparagement provision in Section 17), then the Company shall have no further obligations to Executive under this Agreement and will not make the payments or provide the benefits in Sections 6(b)-(d) of the Employment Agreement, or, if applicable, Executive shall return to the Company the severance payments and the costs of the benefits previously provided to the Executive pursuant to Sections 6(b)-(d) of the Employment Agreement.

8. In consideration for the payments and benefits set forth in Sections 6(b)-(d) of the Employment Agreement, Executive, on behalf of herself, heirs, administrators and assigns, hereby releases and forever discharges the Company, its past, present and future subsidiaries and affiliates and each of its and their past, present and future respective officers, directors, employees, servants and agents, and their successors and assigns, (hereinafter collectively referred to as "Company Released Parties") jointly and severally from any and all actions, causes of action, contracts and covenants, whether express or implied, claims and demands for damages, indemnity, costs, attorneys' fees, interest, loss or injury of every nature and kind whatsoever arising under any federal, state, or local law, or the common law, which Executive may have had, may now have or may hereinafter have in any way relating to any matter, including but not limited to, any matter related to Executive's employment by the Company Released Parties and the termination of that employment; provided, however, nothing in this Agreement releases: (i) Executive's vested benefits under the Company's pension plans or rights under any existing stock options held by Executive; or (ii) any right to indemnification or advancement of expenses pursuant to Section 11 of the Employment Agreement or the Certificate of Incorporation or By-laws of the Company (the items in the foregoing clauses (i) through (ii) are hereinafter referred to as the "Preserved Rights").

    a. This Agreement releases, without limitation, any claims of discrimination, unlawful retaliation or harassment, or denial of rights, on the basis of any protected status, characteristic or activity, including, but not limited to, sex, disability, handicap, race, color, religion, creed, national origin, ancestry, citizenship, ethnic characteristics, sexual orientation, marital status, military status, or age (including, without limitation, any right or claim arising under the Age Discrimination in Employment Act), need for a leave of absence, or complaint about discrimination, harassment, or other matter, arising under any state, federal, or local law (whether statutory or common law), regulation or ordinance which may be applicable to Executive's employment by the Company Released Parties. This Agreement releases, without limitation, any claims of wrongful termination, breach of express or implied contract, breach of implied covenant of good faith and fair dealing, violation of public policy, intentional or negligent infliction of emotional distress, defamation, invasion of privacy, fraud or negligent misrepresentation, intentional or negligent interference with contractual relations, and any other common law tort. Except to the extent that they constitute Preserved Rights, this Agreement releases any claims for severance pay, bonus, life insurance, health and medical insurance, disability benefits, or any other fringe benefit, and claims related to any other transaction, occurrence, act, or omission or any loss, damage or injury whatsoever, known or unknown, resulting from any act or omission by or on the part of the Company Released Parties, or any of them, committed or omitted prior to the effective date of this Agreement.

    b. This Agreement releases any claims based on any local, state, or federal constitution, statute, rule, or regulation, and any claims based on, but not limited to, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Projection Act, Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, the Occupational Safety and Health Act, the Genetic Information Non-discrimination Act, the Uniformed Services Employment and Reemployment Rights Act, the Immigration Reform and Control Act, the Fair Credit Reporting Act, the Illinois Human Rights Act, the Illinois Whistleblower Act, the Illinois Personnel Record Review Act, the Illinois Right to Privacy in the Workplace Act, the Illinois Equal Pay Act, the Illinois Sales Representation Act, the Illinois Wages of Women and Minors Act, the Illinois Family Military Leave Act, the Illinois Victims' Economic Security and Safety Act, the Illinois Biometric Privacy Act, and waivable claims

under the Illinois Wage Payment and Collection Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the New York State Human Rights Law, the New York Labor Law (including but not limited to the Retaliatory Action by Employers Law, the New York State Worker Adjustment and Retraining Notification Act, all provisions prohibiting discrimination and retaliation, and all provisions regulating wage and hour law and paid sick leave requirements), and the New York Civil Rights Law, Section 125 of the New York Workers' Compensation Law, Article 23-A of the New York Correction Law, all as amended.

c. This Agreement does not, however, release any rights Executive may have to workers' compensation or unemployment insurance benefits, any rights with regard to vested benefits under ERISA, any other rights that cannot lawfully be waived, or any rights Executive may have under this Agreement. Executive understands that this Agreement does not prohibit, prevent or otherwise limit Executive from filing a charge or complaint with, communicating with, or participating testifying, or assisting in any investigation, hearing or proceeding conducted by any federal, state, or local governmental agency or entity, including the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, the Securities and Exchange Commission ("Government Agencies"), nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Executive's rights and abilities to contact, communicate with or report unlawful conduct or employment practices and/or criminal conduct or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such Government Agencies. Executive specifically acknowledges and agrees, however, that although Executive may file such a charge or participate in an investigation or proceeding by a Government Agency, by signing this Agreement, Executive has waived and released, to the fullest extent permitted by law, any monetary damages in connection with any such charge, investigation, or proceeding except for those pertaining to whistleblower programs. In addition, nothing in this Agreement prohibits Executive from making any other disclosures that are protected under the whistleblower provisions of federal or state laws and applicable regulations and Executive is not required to notify or obtain permission from the Company when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Executive from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

d. Executive agrees that, with respect to any claim released by this Agreement, Executive waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding in which the Company or any other of the Company Released Parties identified in this Agreement is a party, including but not limited to *Meza v. Constellation Brands, Inc. et al.*, Case No. 6:25-cv-06107, pending in the U.S. District Court for the Western District of New York.

e. Age discrimination claims are specifically intended to be included as released claims against the Company Released Parties. Executive specifically intends that this Agreement shall include a complete release of all claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§ 621 et seq.), as amended by the Older Workers' Benefit Protection Act of 1990, and its implementing regulations (hereinafter collectively "ADEA"), except for any allegation that a breach of the ADEA occurred following the effective date of this Agreement. Nothing in this Agreement releases unlawful employment practices that accrue after the effective date of this Agreement. In addition, Executive agrees and acknowledges that additional consideration has

been provided by the Company (beyond that which would have otherwise been provided) in order to effect a valid waiver of Executive's claims under the ADEA.

f. Executive understands and agrees that the giving of the aforementioned consideration is deemed to be no admission of liability on the part of the Company Released Parties.

g. In the event that Executive should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Company Released Parties for or by reason of any cause, matter or thing other than a Preserved Right, this Agreement may be raised as a complete bar to any such claim, demand or action.

9. Executive affirms that Executive has returned to the Company, without copying or otherwise reproducing, all Company property, proprietary documents and materials in Executive's possession or control. Such documents and materials include, without limitation, all Company proprietary publications, correspondence, notes and notebooks, drawings, prints, photographs, tape recordings, and other electronic, written, typed, printed or recorded materials to which Executive had access or which Executive developed for the Company during the course of employment with the Company. Executive also affirms that Executive is in possession of all of Executive's property that Executive had at the Company's premises and that the Company is not in possession of any of Executive's property.

10. Executive affirms that no promise, inducement, or agreement not expressed in this Agreement has been made, that any prior agreement between the parties regarding the subject matter herein is hereby extinguished, and that this Agreement contains the entire understanding and agreement of the parties related to the subject matter hereof. Notwithstanding the foregoing, Executive acknowledges and confirms that the Trade Secrets and Confidential Information and the Restrictive Covenant Sections of Executive's Employment Agreement (Sections 8 and 10, respectively) remain in full force and effect.

11. Except as provided for in this Agreement, Executive agrees that Executive has received all compensation to which Executive is entitled for services provided to the Company up to and including the Termination Date, and Executive agrees not to make any claims for further compensation of any type, including, but not limited to, claims for wages or salary, profit sharing, incentive compensation, deferred compensation, business expenses, pension or retirement contributions or benefits, or sick pay, holiday pay, or vacation pay. Executive also affirms Executive has been reimbursed for all necessary expenses or losses by following the Company's directions/policies or incurred by Executive within the scope of Executive's employment. Executive affirms that Executive has been granted any leave to which Executive was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

12. Except as provided herein, Executive confirms that prior to the execution of this Agreement, Executive has not revealed its terms to any third parties. Executive agrees to keep this Agreement confidential and not to reveal its existence or contents to anyone except Executive's attorney, immediate family, tax/financial consultant, and/or to any federal, state or local government agency. In the case of Executive's attorney, immediate family, tax/financial consultant, Executive agrees that Executive must advise these individuals to keep this Agreement and its terms confidential. Nothing in this Agreement has the purpose or effect of preventing Executive from discussing, disclosing or otherwise making truthful disclosures about alleged unlawful conduct or employment practices in the workplace, such as harassment or discrimination or any other conduct that the Executive has reason to believe is unlawful. This confidentiality provision is the documented preference of Executive and is mutually beneficial to both parties.

13. Executive affirms that Executive has not filed, caused to be filed, or presently is a party to any claim against the Company. Unless compelled to do so by law or otherwise permitted by this Agreement, Executive shall not encourage or assist any third party to bring or pursue any claim against the Company.

14. Executive affirms that Executive has no known workplace injuries or occupational diseases.

15. Executive affirms that Executive has not reported internally to the Company any allegations of material corporate wrongdoing by the Company or its officers, including any allegations of corporate fraud, and Executive has not been retaliated against for reporting any such allegations internally to the Company.

16. The parties acknowledge Executive's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

17. Executive agrees to refrain from making false statements that are maliciously disparaging or defamatory about the Company, its products/services, its employees, and/or the Company's customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, Glassdoor on blogs, by text or email or other electronic means. Provided however, this Section does not in any way restrict or impede the Executive from making truthful statements about the terms or conditions of Executive's employment; discussing, disclosing or otherwise making truthful disclosures about alleged unlawful conduct in the workplace; from exercising Executive's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations; initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by a local, state, or federal agency; filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits; exercising protected rights to the extent that such rights cannot be waived by agreement; or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency requiring the disclosure of information regarding the negotiations or terms of this Agreement, provided that such compliance does not exceed what is required by the law, regulation, or order. Further, this Section does not in any way restrict or impede the Executive from speaking with law enforcement, the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, any local commission on human rights, or an attorney retained by the Executive regarding factual information related to claims of discrimination occurring after the effective date of this Agreement.

18. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction in a final ruling from which no appeal is taken, the remaining provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the parties' intention underlying the invalid or unenforceable provision.

19. This Agreement shall be governed and conformed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach.

20. This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement.

21. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. Delivery of an executed signature page to the Agreement by email or delivery of a ".pdf" format data file, or via DocuSign (or another mutually acceptable electronic signature method) shall be as effective as delivery of a manually signed counterpart of this Agreement.

22. If Executive violates this Agreement by suing the Company or those associated with the Company, Executive agrees that Executive will pay all costs and expenses incurred by the Company, or by any of the Company Released Parties in defending against the suit, including reasonable attorney's fees. Executive also agrees to indemnify and hold harmless the Company, including payment of the Company's reasonable attorney's fees and expenses, for any breach by Executive of this Agreement.

BY SIGNING THIS AGREEMENT, EXECUTIVE ACKNOWLEDGES, REPRESENTS AND AGREES THAT: EXECUTIVE HAS READ IT; EXECUTIVE UNDERSTANDS IT AND KNOWS THAT EXECUTIVE IS GIVING UP IMPORTANT RIGHTS; EXECUTIVE AGREES WITH EVERYTHING IN IT; EXECUTIVE WAS TOLD, IN WRITING, TO CONSULT AN ATTORNEY BEFORE SIGNING IT; EXECUTIVE WAS OFFERED 21 DAYS TO REVIEW THE AGREEMENT AND TO THINK ABOUT WHETHER OR NOT TO SIGN IT; EXECUTIVE HAS SIGNED IT KNOWINGLY AND VOLUNTARILY; AND EXECUTIVE UNDERSTANDS EXECUTIVE HAS SEVEN (7) CALENDAR DAYS AFTER SIGNING THIS AGREEMENT TO REVOKE EXECUTIVE'S SIGNATURE AND THAT IF EXECUTIVE DOES NOT REVOKE, THIS AGREEMENT BECOMES EFFECTIVE, ENFORCEABLE, AND IRREVOCABLE ON THE 8TH DAY AFTER SIGNATURE.

EXHIBIT 1

Section 6(b) Severance
$6,902,283.33

*** Signature Page Follows ***

IN WITNESS WHEREOF, Executive has hereunto executed this Full and Final Release of Claims by affixing her hand this 4th day of May, 2026 in the presence of the witness whose signature is subscribed below.

/s/ William A. Newlands
William A. Newlands

Sworn to before me this
4th day of May, 2026

/s/ Brian S. Bennett
Notary Public

Brian S. Bennett
Notary Public, State of New York
Qualified in Monroe County No. 02BE6432522
My Commission Expires on May 2, 2030

IN WITNESS WHEREOF, Jeffrey H. LaBarge has hereunto executed this Full and Final Release of Claims on behalf of Constellation Brands, Inc., its subsidiaries, affiliates, by affixing [his/her] hand this 4th day of May, 2026 in the presence of the witness whose signature is subscribed below.

/s/ Jeffrey H. LaBarge

Sworn to before me this
4th day of May, 2026

/s/ Andrea M. DeCastro
Notary Public

ANDREA M. DECASTRO
Notary Public - State of New York
No. 01DE6173443
Qualified in Monroe County
My Commission Expires on August 27, 2027

Exhibit 31.1

RULE 13a-14(a)/15d-14(a) CERTIFICATION
OF CHIEF EXECUTIVE OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended May 31, 2026

I, Nicholas I. Fink, certify that:

1. I have reviewed this report on Form 10-Q of Constellation Brands, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 1, 2026

/s/ Nicholas I. Fink
Nicholas I. Fink

President and
Chief Executive Officer

Exhibit 31.2

RULE 13a-14(a)/15d-14(a) CERTIFICATION
OF CHIEF FINANCIAL OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended May 31, 2026

I, Garth Hankinson, certify that:

1. I have reviewed this report on Form 10-Q of Constellation Brands, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 1, 2026

/s/ Garth Hankinson
Garth Hankinson
Executive Vice President and
Chief Financial Officer

Exhibit 32.1

SECTION 1350 CERTIFICATION
OF CHIEF EXECUTIVE OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended May 31, 2026

In connection with the Constellation Brands, Inc. Quarterly Report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026, I, Nicholas I. Fink, certify pursuant to 18 U.S.C. Section 1350 that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026 of Constellation Brands, Inc. fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the periodic report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026 of Constellation Brands, Inc. fairly presents, in all material respects, the financial condition and results of operations of Constellation Brands, Inc.

Dated: July 1, 2026

/s/ Nicholas I. Fink
Nicholas I. Fink
President and
Chief Executive Officer

Exhibit 32.2

SECTION 1350 CERTIFICATION
OF CHIEF FINANCIAL OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended May 31, 2026

In connection with the Constellation Brands, Inc. Quarterly Report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026, I, Garth Hankinson, certify pursuant to 18 U.S.C. Section 1350 that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026 of Constellation Brands, Inc. fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the periodic report on Form 10-Q for the Fiscal Quarter Ended May 31, 2026 of Constellation Brands, Inc. fairly presents, in all material respects, the financial condition and results of operations of Constellation Brands, Inc.

Dated: July 1, 2026

/s/ Garth Hankinson
Garth Hankinson
Executive Vice President and
Chief Financial Officer