

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

CONSTELLATION BRANDS, INC.

(Name of Issuer)

Class A Common Stock, par value \$.01 per share
Class B Common Stock, par value \$.01 per share

(Title of Class of Securities)

Class A 21036P 10 8

Class B 21036P 20 7

(CUSIP Numbers)

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 20, 2009

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

Richard Sands

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

OO

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

United States

7 Sole Voting Power

Class A Shares 4,090,740

Class B Shares 7,258,232

8 Shared Voting Power

Class A Shares 153,234

Class B Shares 2,164,800

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
with

9 Sole Dispositive Power

Class A Shares 3,951,115

Class B Shares 1,958,232

10 Shared Dispositive Power

Class A Shares 2,072,654

Class B Shares 8,160,144

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 6,163,394 (21,581,770 if Class B Shares were converted)

Class B Shares 15,418,376

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 3.1% (10.1% if Class B Shares were converted)

Class B Shares 64.9%

14 Type of Reporting Person

IN

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

Robert Sands

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

OO

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

United States

7 Sole Voting Power

Class A Shares 4,124,730

Class B Shares 7,252,592

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
with

8 Shared Voting Power

Class A Shares 153,234

Class B Shares 2,164,800

9 Sole Dispositive Power

Class A Shares 3,989,180

Class B Shares 1,952,592

10 Shared Dispositive Power

Class A Shares 2,072,654

Class B Shares 8,160,144

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 6,197,384 (21,610,120 if Class B Shares were converted)

Class B Shares 15,412,736

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 3.1% (10.1% if Class B Shares were converted)

Class B Shares 64.9%

14 Type of Reporting Person

IN

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

Abigail Bennett

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

Not Applicable

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

New York

7 Sole Voting Power

Class A Shares 3,550
Class B Shares 0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
with

8 Shared Voting Power

Class A Shares 1,919,420
Class B Shares 5,995,344

9 Sole Dispositive Power

Class A Shares 3,550
Class B Shares 10,600,000

10 Shared Dispositive Power

Class A Shares 0
Class B Shares 0

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 1,922,970 (18,518,314 if Class B Shares were converted)
Class B Shares 16,595,344

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 1.0% (8.7% if Class B Shares were converted)
Class B Shares 69.9%

14 Type of Reporting Person

IN

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

Zachary Stern

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

Not Applicable

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

New York

7 Sole Voting Power

Class A Shares 0

Class B Shares 0

8 Shared Voting Power

Class A Shares 1,919,420

Class B Shares 5,995,344

9 Sole Dispositive Power

Class A Shares 0

Class B Shares 0

10 Shared Dispositive Power

Class A Shares 0

Class B Shares 0

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 1,919,420 (7,914,764 if Class B Shares were converted)

Class B Shares 5,995,344

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 1.0% (3.9% if Class B Shares were converted)

Class B Shares 25.3%

14 Type of Reporting Person

IN

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

CWC Partnership-I

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

OO

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

New York

7 Sole Voting Power

Class A Shares 0

Class B Shares 0

8 Shared Voting Power

Class A Shares 768

Class B Shares 667,368

9 Sole Dispositive Power

Class A Shares 0

Class B Shares 0

10 Shared Dispositive Power

Class A Shares 472,376

Class B Shares 6,099,080

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 472,376 (6,571,456 if Class B Shares were converted)

Class B Shares 6,099,080

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 0.2% (3.2% if Class B Shares were converted)

Class B Shares 25.7%

14 Type of Reporting Person

PN

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

Trust for the benefit of Andrew Stern, M.D. under
Article "FIFTH (D)" of the Will of Laurie Sands

2 Check the Appropriate Box if a Member of a Group*

(A)

(B)

3 SEC Use Only

4 Source of Funds

OO

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

New York

7 Sole Voting Power

Class A Shares 0

Class B Shares 0

8 Shared Voting Power

Class A Shares 768

Class B Shares 667,368

9 Sole Dispositive Power

Class A Shares 0

Class B Shares 0

10 Shared Dispositive Power

Class A Shares 1,920,188

Class B Shares 6,662,712

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 1,920,188 (8,582,900 if Class B Shares were converted)

Class B Shares 6,662,712

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 1.0% (4.2% if Class B Shares were converted)

Class B Shares 28.1%

14 Type of Reporting Person

OO

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

The Stockholders Group described in Item 2

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

Not Applicable

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Not Applicable

7 Sole Voting Power

Class A Shares 0
Class B Shares 0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
with

8 Shared Voting Power

Class A Shares 8,368,704
Class B Shares 16,675,624

9 Sole Dispositive Power

Class A Shares 0
Class B Shares 0

10 Shared Dispositive Power

Class A Shares 10,012,949
Class B Shares 12,070,968

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 10,288,124 (32,959,092 if Class B Shares were converted)
Class B Shares 22,670,968

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 5.1% (14.8% if Class B Shares were converted)
Class B Shares 95.5%

14 Type of Reporting Person

OO

CUSIP NO. Class A 21036P 10 8
Class B 21036P 20 7

1 Names of Reporting Persons

CWC Partnership-II

2 Check the Appropriate Box if a Member of a Group*

(A)
(B)

3 SEC Use Only

4 Source of Funds

Not Applicable

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

New York

7 Sole Voting Power

Class A Shares 0

Class B Shares 0

8 Shared Voting Power

Class A Shares 0

Class B Shares 0

9 Sole Dispositive Power

Class A Shares 0

Class B Shares 0

10 Shared Dispositive Power

Class A Shares 1,447,812

Class B Shares 563,632

11 Aggregate Amount Beneficially Owned by Reporting Person

Class A Shares 1,447,812 (2,011,444 if Class B Shares were converted)

Class B Shares 563,632

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Class A Shares 0.7% (1.0% if Class B Shares were converted)

Class B Shares 2.4%

14 Type of Reporting Person

PN

Item 1. Security and Issuer.

The classes of equity securities to which this Amendment No. 4 to Schedule 13D (this “Amendment”) relates are the Class A Common Stock, par value \$0.01 per share (the “Class A Stock”), and the Class B Common Stock, par value \$0.01 per share (the “Class B Stock”), of Constellation Brands, Inc., a Delaware corporation with its principal offices at 207 High Point Drive, Building 100, Victor, New York 14564 (the “Company”).

Item 2. Identity and Background.

This Amendment is being filed by Richard Sands, Robert Sands, Abigail Bennett, Zachary Stern, CWC Partnership-I, a New York general partnership (“CWCP-I”), a trust for the benefit of Andrew Stern M.D. under the Will of Laurie Sands (the “Marital Trust”) and a stockholders group pursuant to Section 13(d)(3) of the Securities Exchange Act of 1934 (collectively, the “Reporting Persons”). The stockholders group (the “Group”) is comprised of Richard Sands, Robert Sands, CWCP-I, and CWC Partnership-II, a New York general partnership (“CWCP-II”).

This Amendment amends the amended and restated Schedule 13D filed in October, 2001 by Richard Sands, Robert Sands, Marilyn Sands, CWCP-I, the Marital Trust, a trust created under Irrevocable Trust Agreement dated November 18, 1987 (the “Grandchildren’s Trust”), and the Group (the “Schedule 13D”), as the Schedule 13D was amended by (i) the Schedule 13D Amendment No. 2 filed on August 3, 2006 by Richard Sands, Robert Sands, the Grandchildren’s Trust, Laurie Sands’ Children’s Trust, Richard Sands’ Children’s Trust, Robert Sands’ Children’s Trust and Richard Sands’ Heirs’ Trust, and (ii) the Schedule 13D Amendment No. 3 filed on February 17, 2009 by Richard Sands, Robert Sands, CWCP-I, the Marital Trust, Abigail Bennett, RES Business Holdings LP, a Delaware limited partnership (“RES Holdings”), RES Business Management LLC, a Delaware limited liability company (“RES Management”), RSS Business Holdings LP, a Delaware limited partnership (“RSS Holdings”), RSS Business Management LLC, a Delaware limited partnership (“RSS Management”), and the Group (the “Third Amendment”). Laurie Sands’ Children’s Trust, Robert Sands’ Children’s Trust, Richard Sands’ Heirs’ Trust, RES Holdings, RES Management, RSS Holdings and RSS Management are not reporting as part of this Amendment because no changes have occurred with respect to their holdings, and Marilyn Sands, the Grandchildren’s Trust and Richard Sands’ Children’s Trust are not reporting as part of this Amendment because they are no longer subject to reporting obligations because they do not beneficially own more than five percent of any class of the Company’s equity securities.

Certain information with respect to the Reporting Persons and Group Members is set forth below:

1. Richard Sands
 - a. Principal Occupation: Chairman of the Board of the Company
 - b. Citizenship: United States

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2. Robert Sands
 - a. Principal Occupation: President and Chief Executive Officer of the Company
 - b. Citizenship: United States
 3. Abigail Bennett
 - a. Principal Occupation: Director, Corporate Development at the Company
 - b. Citizenship: United States
 4. Zachary Stern
 - a. Principal Occupation: Real Estate Development
 - b. Citizenship: United States
 5. CWC Partnership-I
 - a. State of Organization: New York (a general partnership)
 - b. Principal Business: Investing
 6. Trust for the benefit of Andrew Stern M.D. under the Will of Laurie Sands
 - a. State of Organization: New York
 - b. Principal Business: Administration of Trust Assets
 7. The Group
 - a. State of Organization: Not Applicable
 - b. Principal Business: Investing
 8. CWC Partnership-II
 - a. State of Organization: New York (a general partnership)
 - b. Principal Business: Investing

The principal office address or business address of each of the Reporting Persons and Group Members is 207 High Point Drive, Building 100, Victor, New York 14564. None of the Reporting Persons or Group Members has, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he, she or it is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Current Transactions. On April 21, 2009, Richard Sands entered into Purchase Agreements pursuant to which he sold (i) his 100% membership interest in RES Management to the Jennifer Sands Family Trust u/a dated April 2, 2009 (the "RES LLC Interest"), and (ii) his 99.99% limited partnership interest in RES Holdings to the Jennifer Sands Descendants' Trust u/a dated April 6, 2009 (the "RES LP Interest"). The purchase price for the RES LLC Interest was the fair market value of the RES LLC Interest as of April 20, 2009 as determined by an

independent appraiser. The purchase price for the RES LP Interest was the fair market value of the RES LP Interest as of April 21, 2009 as determined by an independent appraiser, plus an interest component. As a result of these transactions, Richard Sands no longer owns any interest in RES Management or RES Holdings; however, even though he is no longer a member of RES Management, Richard Sands continues to have the right to direct the manner in which RES Management causes RES Holdings to vote shares of Class B Stock held by RES Holdings and the right, subject to limitations, to remove and replace the sole manager of RES Management.

Also on April 21, 2009, Robert Sands entered into Purchase Agreements pursuant to which he sold (i) his 100% membership interest in RSS Management to the Nancy Sands Family Trust u/a dated April 9, 2009 (the "RSS LLC Interest"), and (ii) his 99.99% limited partnership interest in RSS Holdings to the Nancy Sands Descendants' Trust u/a dated April 9, 2009 (the "RSS LP Interest"). The purchase price for the RSS LLC Interest was the fair market value of the RSS LLC Interest as of April 20, 2009 as determined by an independent appraiser. The purchase price for the RSS LP Interest was the fair market value of the RSS LP Interest as of April 21, 2009 as determined by an independent appraiser, plus an interest component. As a result of these transactions, Robert Sands no longer owns any interest in RSS Management or RSS Holdings; however, even though he is no longer a member of RSS Management, Robert Sands continues to have the right to direct the manner in which RSS Management causes RSS Holdings to vote shares of Class B Stock held by RSS Holdings and the right, subject to limitations, to remove and replace the sole manager of RSS Management.

Intervening Transactions. Between the date of the Third Amendment and the transactions described above, the transactions described below occurred and affected the beneficial ownership of certain of the Reporting Persons or Group Members (collectively, the "Covered Persons"):

- Richard Sands and Robert Sands acquired an aggregate of 122,400 shares of Class A Stock and 128,000 shares of Class A Stock, respectively, upon the exercise of options granted by the Company
- The Company awarded Richard Sands and Robert Sands 95,900 shares of restricted Class A Stock and 93,100 shares of restricted Class A Stock, respectively

The shares acquired upon the exercise of options were purchased with personal funds of the purchaser, on margin, with proceeds of borrowings, or a combination of the foregoing.

Item 4. Purpose of the Transaction

The current transactions described in Item 3 were effected primarily for estate planning purposes. The purchases of shares in connection with option exercises were for investment purposes, and the restricted shares were received as compensation.

Item 5. Interest in Securities of the Issuer

The table below sets forth the shares of Class A Stock and Class B Stock beneficially owned by each Reporting Person and Group Member. The percentages of ownership were

calculated on the basis of 197,253,230 shares of Class A Stock and 23,743,494 shares of Class B Stock outstanding as of the close of business on April 20, 2009. Shares of Class B Stock are convertible into shares of Class A Stock on a one-to-one basis at any time at the option of the holder. The Company has granted options to purchase Shares of Class 1 Common Stock of the Company, par value \$0.01 per share ("Class 1 Stock"). Shares of Class 1 Stock are convertible into shares of Class A Stock on a one-to-one basis at any time at the option of the holder. The description of the transactions set forth in Item 3 is incorporated into this Item 5 by reference.

Beneficial Owner	Amount and Nature of Beneficial Ownership				Total	Percent of Class (1)
	Sole Power to Vote	Shared Power to Vote	Sole Power to Dispose	Shared Power to Dispose		
Class A Stock:						
Richard Sands	4,090,740(2)	153,234(2)	3,951,115(2)	2,072,654(2)	6,163,394	3.1%
Robert Sands	4,124,730(3)	153,234(3)	3,989,180(3)	2,072,654(3)	6,197,384	3.1%
Abigail Bennett	3,550(4)	1,919,420(4)	3,550(4)	—	1,922,970	1.0%
Zachary Stern	—	1,919,420(5)	—	—	1,919,420	1.0%
CWCP-I	—	768(6)	—	472,376(6)	472,376	0.2%
The Marital Trust	—	768(7)	—	1,920,188(7)	1,920,188	1.0%
The Group	—	8,368,704(8)	—	10,012,949(8)	10,288,124	5.1%
CWCP-II	—	—(9)	—	1,447,812(9)	1,447,812	0.7%
Class B Stock:						
Richard Sands	7,258,232(2)	2,164,800(2)	1,958,232(2)	8,160,144(2)	15,418,376	64.9%
Robert Sands	7,252,592(3)	2,164,800(3)	1,952,592(3)	8,160,144(3)	15,412,736	64.9%
Abigail Bennett	—	5,995,344(4)	10,600,000(4)	—	16,595,344	69.9%
Zachary Stern	—	5,995,344(5)	—	—	5,995,344	25.3%
CWCP-I	—	667,368(6)	—	6,099,080(6)	6,099,080	25.7%
The Marital Trust	—	667,368(7)	—	6,662,712(7)	6,662,712	28.1%
The Group	—	16,675,624(8)	—	12,070,968(8)	22,670,968	95.5%
CWCP-II	—	—(9)	—	563,632(9)	563,632	2.4%

- (1) The number of shares and the percentage of ownership set forth in the Class A Stock table includes the number of shares of Class A Stock that can be purchased by exercising stock options that are exercisable on April 30, 2009 or become exercisable within 60 days thereafter ("presently exercisable"). The numbers and percentages reported do not take into account shares of Class A Stock that can be received upon the conversion of shares of Class 1 Stock that can be purchased by exercising stock options that are presently exercisable (the "Class 1 Option Shares"). The Class 1 Option Shares are not taken into account because, in accordance with the Company's certificate of incorporation, any shares of Class A Stock issued upon conversion of shares of Class 1 Stock must be sold immediately in connection with the conversion and, therefore, cannot be held by the beneficial owner of the Class 1 Shares. However, the numbers of shares and percentages of ownership taking into account the shares of Class A Stock that can be received upon the conversion of Class 1 Option Shares are provided in footnotes where appropriate. The number of shares

- and the percentage of ownership set forth in the Class A Stock table also do not take into account the shares of Class A Stock issuable pursuant to the conversion feature of the Class B Stock beneficially owned by each person. The number of shares and percentage of ownership assuming conversion of Class B Stock into Class A Stock are contained in the footnotes. For purposes of calculating the percentage of ownership of Class A Stock in the table and in the footnotes, additional shares of Class A Stock equal to the number of presently exercisable options and, as appropriate, the number of Class 1 Option Shares and shares of Class B Stock owned by each person are assumed to be outstanding pursuant to Rule 13d-3(d)(1) under the Securities Exchange Act. Where the footnotes reflect shares of Class A Stock as being included, such shares are included only in the Class A Stock table and where the footnotes reflect shares of Class B Stock as being included, such shares are included only in the Class B Stock table. See Item 6 of this Amendment for a description of the various relationships between the Reporting Persons and Group Members.
- (2) The amounts reflected as shares over which Richard Sands has the sole power to vote and dispose (i) include 1,518,498 shares of Class A Stock issuable upon the exercise of options which are presently exercisable by Mr. Sands, (ii) as noted in footnote (1), exclude 142,497 shares of Class A Stock that can be received upon conversion of Class 1 Option Shares, and (iii) include 1,350,000 shares of Class B Stock owned by the Richard Sands' Heirs' Trust. Mr. Sands disclaims beneficial ownership of the shares owned by the Richard Sands' Heirs' Trust. The amount reflected as shares over which Richard Sands has the sole power to vote also includes 5,300,000 shares of Class B Stock owned by RES Holdings. Mr. Sands disclaims beneficial ownership of such shares except to the extent of his interest as a beneficiary of the Jennifer Sands Family Trust and the Jennifer Sands Descendants' Trust. The amount reflected as shares over which Richard Sands has the sole power to dispose excludes 139,625 shares of Class A Stock owned by Mr. Sands that are restricted shares that will not vest within 60 days after April 30, 2009. The amounts reflected as shares over which Mr. Sands shares the power to dispose include, as applicable, 471,608 shares of Class A Stock and 5,431,712 shares of Class B Stock owned by CWCP-I, and 1,447,812 shares of Class A Stock and 563,632 shares of Class B Stock owned by CWCP-II. Mr. Sands disclaims beneficial ownership of all of the foregoing shares except to the extent of his ownership interest in CWCP-I. The amounts reflected as shares over which Mr. Sands shares the power to vote and dispose include, as applicable, 768 shares of Class A Stock and 667,368 shares of Class B Stock owned by MLR&R, 152,466 shares of Class A Stock owned by the Sands Foundation, 147,432 shares of Class B Stock owned by the Master Trust, and 1,350,000 shares of Class B Stock owned by the Laurie Sands' Children's Trust. Mr. Sands disclaims beneficial ownership of all of the foregoing shares except to the extent of his ownership interest in MLR&R (directly and through CWCP-I) and his beneficial interest in the Master Trust. The amounts reflected do not include 29,120 shares of Class A Stock owned by Mr. Sands' spouse, individually and as custodian for their children. Mr. Sands disclaims beneficial ownership with respect to all such shares. If the shares of Class A Stock that can be received upon the conversion of Mr. Sands' Class 1 Option Shares were included in the shares of Class A Stock beneficially owned by Mr. Sands, Mr. Sands would beneficially own a total of (i) 6,305,891 shares of Class A Stock, representing 3.2% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Mr. Sands were not converted, and (ii) 21,724,267 shares of Class A Stock, representing 10.1% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Mr. Sands were converted.
- (3) The amounts reflected as shares over which Robert Sands has the sole power to vote and dispose (i) include 1,284,348 shares of Class A Stock issuable upon the exercise of options which are presently exercisable by Mr. Sands, (ii) as noted in footnote (1), exclude 122,797 shares of Class A Stock that can be received upon conversion of Class 1 Option Shares, (iii) include 1,350,000 shares of Class B Stock owned by the Robert Sands' Children's Trust, and (iv) include 154,728 shares of Class A Stock held by family limited liability companies of which Robert Sands is the general manager. Mr. Sands disclaims beneficial ownership of the shares owned by the Robert Sands' Children's Trust and such family limited liability companies. The amount reflected as shares over which Robert Sands has the sole power to vote also includes 5,300,000 shares of Class B Stock owned by RSS Holdings. Mr. Sands disclaims beneficial ownership of such shares except to the extent of his interest as a beneficiary of the Nancy Sands Family Trust and the Nancy Sands Descendants' Trust. The amount reflected as shares over which Robert Sands has the sole power to dispose excludes 139,550 shares of Class A Stock owned by Mr. Sands that are restricted shares that will not vest within 60 days after April 30, 2009. The amounts reflected as shares over which Mr. Sands shares the power to dispose include, as applicable, 471,608 shares of Class A Stock and 5,431,712 shares of Class B

- Stock owned by CWCP-I, and 1,447,812 shares of Class A Stock and 563,632 shares of Class B Stock owned by CWCP-II. Mr. Sands disclaims beneficial ownership of all of the foregoing shares except to the extent of his ownership interest in CWCP-I. The amounts reflected as shares over which Mr. Sands shares the power to vote and dispose include, as applicable, 768 shares of Class A Stock and 667,368 shares of Class B Stock owned by MLR&R, 152,466 shares of Class A Stock owned by the Sands Foundation, 147,432 shares of Class B Stock owned by the Master Trust, and 1,350,000 shares of Class B Stock owned by the Laurie Sands' Children's Trust. Mr. Sands disclaims beneficial ownership of all of the foregoing shares except to the extent of his ownership interest in MLR&R (directly and through CWCP-I) and his beneficial interest in the Master Trust. The amounts reflected do not include 28,792 shares of Class A Stock owned by Mr. Sands' spouse. Mr. Sands disclaims beneficial ownership with respect to all such shares. If the shares of Class A Stock that can be received upon the conversion of Mr. Sands' Class 1 Option Shares were included in the shares of Class A Stock beneficially owned by Mr. Sands, Mr. Sands would beneficially own a total of (i) 6,320,181 shares of Class A Stock, representing 3.2% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Mr. Sands were not converted, and (ii) 21,732,917 shares of Class A Stock, representing 10.2% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Mr. Sands were converted.
- (4) The amounts reflected as shares of Class A Stock over which Abigail Bennett has the sole power to vote and dispose (i) include 3,550 shares of Class A Stock issuable upon the exercise of options which are presently exercisable by Ms. Bennett, and (ii) as noted in footnote (1), exclude 2,825 shares of Class A Stock that can be received upon conversion of Class 1 Option Shares. The amount reflected as shares of Class B Stock over which Abigail Bennett has the sole power to dispose includes 5,300,000 shares of Class B Stock owned by RES Holdings and 5,300,000 shares of Class B Stock owned by RSS Holdings. Ms. Bennett disclaims beneficial ownership with respect to all such shares except to the extent of her interest as a contingent remainder beneficiary of the Jennifer Sands Family Trust, the Jennifer Sands Descendants' Trust, the Nancy Sands Family Trust and the Nancy Sands Descendants' Trust. The amounts reflected as shares over which Ms. Bennett shares the power to vote include, as applicable, 471,608 shares of Class A Stock and 5,431,712 shares of Class B Stock owned by CWCP-I, and 1,447,812 shares of Class A Stock and 563,632 shares of Class B Stock owned by CWCP-II. Ms. Bennett disclaims beneficial ownership with respect to all such shares except to the extent of her interest as a beneficiary of any trust that is (i) a partner of CWCP-I or CWCP-II, or (ii) a beneficiary of any trust described in the preceding clause (i). If the shares of Class A Stock that can be received upon the conversion of Ms. Bennett's Class 1 Option Shares were included in the shares of Class A Stock beneficially owned by Ms. Bennett, Ms. Bennett would beneficially own a total of (i) 1,925,795 shares of Class A Stock, representing 1.0% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Ms. Bennett were not converted, and (ii) 18,521,139 shares of Class A Stock, representing 8.7% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by Ms. Bennett were converted.
- (5) The amounts reflected as shares over which Zachary Stern shares the power to vote include, as applicable, 471,608 shares of Class A Stock and 5,431,712 shares of Class B Stock owned by CWCP-I, and 1,447,812 shares of Class A Stock and 563,632 shares of Class B Stock owned by CWCP-II. Mr. Stern disclaims beneficial ownership with respect to all such shares except to the extent of his interest as a beneficiary of any trust that is (i) a partner of CWCP-I or CWCP-II, or (ii) a beneficiary of any trust described in the preceding clause (i).
- (6) The amounts reflected include, as applicable, 768 shares of Class A Stock and 667,368 shares of Class B Stock owned by MLR&R. The shares owned by CWCP-I are included in the number of shares beneficially owned by Richard Sands, Robert Sands, Abigail Bennett, Zachary Stern, the Marital Trust and the Group. CWCP-I is not reported as having voting power over shares held by it because voting power over its shares has been granted to Abigail Bennett and Zachary Stern as described in Item 6 below. Assuming the conversion of Class B Stock beneficially owned by CWCP-I into Class A Stock, CWCP-I would beneficially own 6,571,456 shares of Class A Stock, representing 3.2% of the outstanding Class A Stock after such conversion.
- (7) The amounts reflected as shares over which the Marital Trust shares the power to dispose include, as applicable, 471,608 shares of Class A Stock and 5,431,712 shares of Class B Stock owned by CWCP-I, and

- 1,447,812 shares of Class A Stock and 563,632 shares of Class B Stock owned by CWCP-II. The Marital Trust disclaims beneficial ownership with respect to all of the foregoing shares except to the extent of its ownership interest in CWCP-I and CWCP-II. The amounts reflected as shares over which the Marital Trust shares the power to vote and dispose include, as applicable, 768 shares of Class A Stock and 667,368 shares of Class B Stock owned by MLR&R. The Marital Trust disclaims beneficial ownership with respect to all of the foregoing shares except to the extent of its indirect ownership interest in MLR&R through CWCP-I. Assuming the conversion of Class B Stock beneficially owned by the Marital Trust into Class A Stock, the Marital Trust would beneficially own 8,582,900 shares of Class A Stock, representing 4.2% of the outstanding Class A Stock after such conversion.
- (8) If the shares of Class A Stock that can be received upon the conversion of Richard Sands' and Robert Sands' Class 1 Option Shares were included in the shares of Class A Stock beneficially owned by the Group, the Group would beneficially own a total of (i) 10,553,418 shares of Class A Stock, representing 5.3% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by the Group were not converted, and (ii) 33,224,386 shares of Class A Stock, representing 14.9% of the outstanding Class A Stock, if the shares of Class B Stock beneficially owned by the Group were converted.
- (9) The shares owned by CWCP-II are included in the number of shares beneficially owned by Richard Sands, Robert Sands, Abigail Bennett, Zachary Stern, the Marital Trust and the Group. CWCP-II is not reported as having voting power over shares held by it because voting power over its shares has been granted to Abigail Bennett and Zachary Stern as described in Item 6 below. Assuming the conversion of Class B Stock beneficially owned by CWCP-II into Class A Stock, CWCP-II would beneficially own 2,011,444 shares of Class A Stock, representing 1.0% of the outstanding Class A Stock after such conversion.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On April 20, 2009, CWCP-I and CWCP-II entered into a Voting Agreement (the "Voting Agreement") pursuant to which Abigail Bennett and Zachary Stern were granted the power to vote all shares of Class A Stock and Class B Stock held by CWCP-I and CWCP-II. Ms. Bennett and Mr. Stern must exercise such voting power jointly and were granted an irrevocable proxy enabling them to vote the shares directly. In the event of the death or incapacity of either of Ms. Bennett or Mr. Stern, the other would have the unilateral power to vote the shares. The Voting Agreement provides for the appointment of successor proxies and establishes mechanics for the voting of the shares in the event of a dispute between Ms. Bennett and Mr. Stern as to the voting of the shares. A copy of the Voting Agreement is attached to this Amendment as an Exhibit.

Richard Sands and Robert Sands are the managing partners of CWCP-I and trustees of the managing partner of CWCP-II. The Marital Trust is a partner of CWCP-I and CWCP-II and owns a majority in interest of the CWCP-I and CWCP-II partnership interests. Richard Sands and Robert Sands are the special voting trustees of the Marital Trust and, as such, exercise the rights of the Marital Trust with respect to CWCP-I and CWCP-II. The other partners of CWCP-I and CWCP-II are trusts for the benefit of Abigail Bennett and Zachary Stern. Richard Sands and Robert Sands are trustees and beneficiaries of the Master Trust. Richard Sands, Robert Sands, CWCP-I and the Master Trust are general partners of MLR&R. Richard Sands and Robert Sands are directors and officers of the Sands Foundation. RES Management is the sole general partner of RES Holdings, and Abigail Bennett is the sole manager of RES Management. RSS Management is the sole general partner of RSS Holdings, and Abigail Bennett is the sole manager of RSS Management. Richard Sands and Robert Sands are brothers. Abigail Bennett and Zachary Stern are siblings, the children of Laurie Sands, and the niece and nephew, respectively, of Richard Sands and Robert Sands. The relationships among Richard Sands, Robert Sands, RES Holdings, RES Management, RSS Holdings and RSS Management described in Item 3 are incorporated into this Item 6 by reference.

The basis for the Group consists of: (i) a Stockholders Agreement among Richard Sands, Robert Sands and CWCP-I, a copy of which has been previously filed, and (ii) the fact that the familial relationship between Richard Sands and Robert Sands, their actions in working together in the conduct of the business of the Company and their capacity as partners and trustees of the other members of the Group may be deemed to constitute an agreement to “act in concert” with respect to the Company’s shares. The members of the Group disclaim that an agreement to act in concert exists. Except with respect to the shares subject to the Stockholders Agreement, the shares owned by CWCP-I and CWCP-II and the shares held by the Laurie Sands’ Children’s Trust and the Master Trust, no member of the Group is required to consult with any other member of the Group with respect to the voting or disposition of any shares of the Company. In accordance with the terms of their governing documents, any action taken by CWCP-I, CWCP-II or the Laurie Sands’ Children’s Trust with respect to the shares owned by CWCP-I, CWCP-II or the Laurie Sands’ Children’s Trust, respectively, must be taken by both Richard Sands and Robert Sands, and any action by the Master Trust with respect to the shares owned by the Master Trust must be taken by all of Richard Sands, Robert Sands and Marilyn Sands. As provided in the Voting Agreement, Abigail Bennett and Zachary Stern must act together to vote the shares of CWCP-I and CWCP-II, subject to the application of the dispute mechanics in the Voting Agreement.

The following Reporting Persons have pledged the following shares of Class A Stock to JPMorgan Chase Bank, N.A. as collateral for loans (including advances made with respect to letters of credit) to Richard Sands:

<u>Pledgor</u>	<u>Number of Shares of Class A Stock</u>
Richard Sands	2,056,799
Robert Sands	2,197,700
CWCP-I	434,696
CWCP-II	1,447,812
Total Pledged Shares	<u>6,137,007</u>

The following Reporting Persons (or persons whose shares are reported as beneficially owned by the Reporting Persons) have pledged the following shares of Class A Stock or Class B Stock to Merrill Lynch Bank USA and one of its subsidiaries as collateral for loans made to persons or entities included in the Group, certain other entities related to the Sands family and a charitable organization:

<u>Pledgor</u>	<u>Number of Shares of:</u>	
	<u>Class A Stock</u>	<u>Class B Stock</u>
Richard Sands	361,243	608,232
Robert Sands	329,654	567,952
CWCP-I	36,912	5,431,712
MLR&R	0	667,368
The Master Trust	0	147,432
Total Pledged Shares	<u>727,809</u>	<u>7,422,696</u>

In the event of noncompliance with certain covenants under the credit facilities, the financial institutions have the right to sell the pledged shares subject to certain protections afforded to the borrowers and pledgors. Certain of the shares of Class A Stock and Class B Stock may from time to time be held by the Reporting Persons or Group Members in margin accounts. If there were a margin call under such a margin account or the Reporting Person or Group Member defaulted under the terms of such a margin account, the broker with whom such margin account has been established may have the right to sell the shares of Class A Stock or Class B Stock held in such margin account.

Item 7. Material to Be Filed as Exhibits

- Exhibit 99-1 Joint Filing Agreement among the Reporting Persons and Group Members dated April 30, 2009
- Exhibit 99-2 Voting Agreement between CWCP-I and CWCP-II dated April 20, 2009

Signature

After reasonable inquiry and to the best of my knowledge and belief I certify that the information set forth in this statement is true, complete and correct.

Dated: April 30, 2009

/s/ Richard Sands

Richard Sands

Dated: April 30, 2009

/s/ Robert Sands

Robert Sands

Dated: April 30, 2009

/s/ Abigail Bennett

Abigail Bennett

Dated: April 30, 2009

/s/ Zachary Stern

Zachary Stern

Dated: April 30, 2009

CWC Partnership-I

By: /s/ Richard Sands

Richard Sands, Co-Managing Partner

By: /s/ Robert Sands

Robert Sands, Co-Managing Partner

Dated: April 30, 2009

Trust for the benefit of Andrew Stern, M.D. under Article "FIFTH (D)" of the Will of Laurie Sands

By: /s/ Richard Sands

Richard Sands, Special Voting Trustee

By: /s/ Robert Sands

Robert Sands, Special Voting Trustee

Dated: April 30, 2009

CWC Partnership-II*

By: The 1995 Robert Sands Descendants Trust
Its: Managing Partner

By: /s/ Richard Sands
Richard Sands, Family Trustee

By: /s/ Robert Sands
Robert Sands, Family Trustee

* Executed by this person solely in such person's capacity as a member of the Group described in this Amendment.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the persons named below agrees to the joint filing of this Amendment No. 4 to Schedule 13D, including amendments thereto, with respect to the shares of Class A Common Stock, par value \$0.01 per share, and Class B Common Stock, par value \$0.01 per share, of Constellation Brands, Inc. and further agrees that this Joint Filing Agreement be filed with the Securities and Exchange Commission as an exhibit to such filing; provided, however, that no person shall be responsible for the completeness or accuracy of the information concerning the other persons making the filing unless such person knows or has reason to believe such information is inaccurate (as provided in Rule 13d-1(k)(1)(ii)). This Joint Filing Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the persons named below have executed this Joint Filing Agreement as of the dates set forth below.

Signature

After reasonable inquiry and to the best of my knowledge and belief I certify that the information set forth in this statement is true, complete and correct.

Dated: April 30, 2009

/s/ Richard Sands
Richard Sands

Dated: April 30, 2009

/s/ Robert Sands
Robert Sands

Dated: April 30, 2009

/s/ Abigail Bennett
Abigail Bennett

Dated: April 30, 2009

/s/ Zachary Stern
Zachary Stern

Dated: April 30, 2009

CWC Partnership-I
By: /s/ Richard Sands

Richard Sands, Co-Managing Partner
By: /s/ Robert Sands

Robert Sands, Co-Managing Partner

Dated: April 30, 2009

Trust for the benefit of Andrew Stern, M.D. under Article "FIFTH (D)" of the Will of Laurie Sands

By: /s/ Richard Sands
Richard Sands, Special Voting Trustee

By: /s/ Robert Sands
Robert Sands, Special Voting Trustee

Dated: April 30, 2009

CWC Partnership-II*

By: The 1995 Robert Sands Descendants Trust
Its: Managing Partner

By: /s/ Richard Sands
Richard Sands, Family Trustee

By: /s/ Robert Sands
Robert Sands, Family Trustee

* Executed by this person solely in such person's capacity as a member of the Group described in the Amendment to Schedule 13D to which this Joint Filing Agreement is attached as an Exhibit.

VOTING AGREEMENT

This Voting Agreement is made and entered into as of April 20, 2009 (the "Agreement"), by and between CWC Partnership-I, a New York general partnership, and CWC Partnership-II, a New York general partnership (each, a "Stockholder" and collectively, the "Stockholders").

WITNESSETH:

WHEREAS, the Stockholders hold securities of Constellation Brands, Inc., a Delaware corporation (the "Company"); and

WHEREAS, Section 218(c) of the Delaware General Corporation Law authorizes two or more stockholders of a Delaware corporation to agree in writing as to how voting rights of their shares are to be exercised; and

WHEREAS, Abigail Bennett and Zachary Stern (individually, a "Primary Proxy" and, collectively, the "Primary Proxies") are beneficiaries or contingent beneficiaries of certain trusts created under the Will of Laurie Sands, which trusts are the primary partners of the Stockholders; and

WHEREAS, the Stockholders desire to vest the voting rights with respect to all securities of the Company now or hereafter held by the Stockholders in the Primary Proxies; and

WHEREAS, the Stockholders desire to establish procedures for voting securities of the Company on matters with respect to which the Primary Proxies are unable to agree how the securities of the Company should be voted;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Voting of Securities of the Company.

(a) Generally. Except as otherwise provided in this Section 1, at any meeting of the Company's stockholders, or in connection with any written consent of the Company's stockholders (each, a "Corporate Action"), the Primary Proxies shall have the power, which may only be exercised jointly, to vote and exercise all consent rights in respect of all the securities of the Company owned by the Stockholders as of the record date for such meeting or the date of such written consent (the "Securities"), whether the Securities are now owned or are hereafter acquired. The term "Securities" shall include (i) Securities that are held of record by a Stockholder or in a brokerage account owned by a Stockholder, and (ii) securities of any other entity received in exchange for any securities of the Company in any merger, exchange, recapitalization or other reorganization (in which case the term Corporate Action will include any meeting of equity holders or written consent of equity holders of such other entity).

(b) Disputes: Alternate Proxy. In the event that the Primary Proxies have not agreed on how any Securities should be voted in connection with any Corporate Action within five (5) business days prior to the date by which action must be taken to vote the Securities in connection with such Corporate Action, either Primary Proxy and the Alternate Proxy (as defined below), acting jointly, shall have the power to vote and exercise all rights in respect of the Securities in connection with such Corporate Action.

(c) Resignation, Death or Incapacity of One Primary Proxy. Either Primary Proxy may resign as a Primary Proxy by giving irrevocable notice of such resignation to each of the Stockholders. From and after the resignation, death or other incapacity of either Primary Proxy, the other Primary Proxy shall have the sole power to vote and exercise all rights in respect of all the Securities in connection with all Corporate Actions; provided, in the case of incapacity where the incapacitated Primary Proxy re-gains capacity, such power shall only survive during the period of the incapacity. Once a Primary Proxy has resigned, such Primary Proxy may be re-appointed as a Primary Proxy only by the Stockholders acting jointly following a written request from such Primary Proxy to be re-appointed; provided, the Stockholders shall have no obligation to re-appoint such Primary Proxy. If a Primary Proxy is re-appointed, such Primary Proxy shall be treated (for periods after such re-appointment) as if such Primary Proxy had not resigned.

(d) Resignation, Death or Incapacity of Both Primary Proxies or a Successor Proxy. In the event that both Primary Proxies have resigned, died or become incapacitated, the Stockholders acting jointly shall appoint a successor proxy (together with any successors to such successor proxy, the “Successor Proxy”). A Successor Proxy may resign by giving irrevocable notice of such resignation to each of the Stockholders. In the event of the resignation, death or other incapacity of a Successor Proxy, the Stockholders acting jointly shall appoint a successor to such Successor Proxy. In the event that a Successor Proxy is appointed due, in part, to the incapacity or resignation of a Primary Proxy and such Primary Proxy subsequently regains capacity or is re-appointed, such Successor Proxy shall automatically cease to be a Successor Proxy and the provisions of paragraphs (a) through (c) of this Section 1 shall continue to apply. At any time that there is a Successor Proxy, such Successor Proxy shall have the sole power to vote and exercise all rights in respect of all the Securities in connection with all Corporate Actions that are taken while such Successor Proxy is acting.

(e) Alternate Proxy. At any time where neither Primary Proxy has resigned, has died or is incapacitated (the “Joint Voting Period”), a person shall be appointed as an alternate proxy (together with any successors to such alternate proxy the “Alternate Proxy”) and, at any other time, a person may be appointed as the Alternate Proxy. During the Joint Voting Period, the sole function of the Alternate Proxy shall be to jointly vote the Securities with one of the Primary Proxies in connection with Corporate Actions in the context of a dispute as provided in paragraph (b) of this Section 1. If, at any time that paragraph (d) of this Section 1 provides for a Successor Proxy to be appointed (a “Successor Voting Period”), a Successor Proxy has not been appointed within five (5) business days prior to the date by which action must be taken to vote the Securities in

connection with a Corporate Action, the Alternate Proxy (if one shall then be acting) shall have the sole power to vote and exercise all rights in respect of all the Securities in connection with such Corporate Action. Although an Alternate Proxy may be acting as such at times other than during the Joint Voting Period or a Successor Voting Period, the Alternate Proxy will perform no function other than during those periods. The initial Alternate Proxy shall be Adam Alpert. The Alternate Proxy may resign by giving irrevocable notice of such resignation to each of the Stockholders. In the event of the resignation, death or other incapacity of the Alternate Proxy, the Stockholders acting jointly shall appoint a successor to the Alternate Proxy if such resignation, death or incapacity occurs during the Joint Voting Period and may appoint a successor to the Alternate Proxy if such resignation, death or incapacity occurs at any other time.

(f) Removal of Successor or Alternate Proxy. A Successor Proxy or Alternate Proxy may be removed, with or without cause, by a writing duly executed by each Stockholder.

(g) Appointment of Proxies. A Successor Proxy or Alternate Proxy may be appointed, and a Primary Proxy may be re-appointed, by a writing duly executed by each Stockholder. No person may be appointed as a Successor Proxy or Alternate Proxy if such person is (i) Richard Sands, (ii) Robert Sands, or (iii) related or subordinate, in each case within the meaning of section 672(c) of the Internal Revenue Code of 1986, as amended, to either Richard Sands or Robert Sands.

(h) Inability to Vote. In the event that in connection with any Corporate Action (i) during any Joint Voting Period the Primary Proxies cannot agree how to vote the Securities and neither Primary Proxy and the Alternate Proxy can agree how to vote the Securities, (ii) during any Successor Voting Period no Successor Proxy or Alternate Proxy has been appointed, or (iii) the Primary Proxies, Successor Proxy or Alternate Proxy entitled to take action fail to take action, then the Securities shall not be voted and no consent with respect thereto shall be given in connection with such Corporate Action. In no event will either Stockholder directly vote or give consent with respect to any Securities during the term of this Agreement.

2. Scope of Authority. When authorized to act pursuant to Section 1, the Primary Proxies, Successor Proxy and Alternate Proxy (as applicable, the "Proxies") shall have the authority to vote in connection with the applicable Corporate Action, or consent in writing to the Corporate Action, in such manner as they shall determine in their sole (or joint, as applicable) and absolute discretion.

3. Irrevocable Proxy. To secure the Proxies' rights under this Agreement, each Stockholder hereby appoints the Proxies as such Stockholder's true and lawful proxy and attorney in fact, with the power to act alone (or jointly as required by this Agreement) and with full power of substitution, to vote or give consent with respect to all Securities in connection with any Corporate Action, all in accordance with this Agreement, and to execute all appropriate instruments consistent with this Agreement necessary to cause any broker or depository to vote or give consent with respect to all Securities in connection with any Corporate Action. The proxy and power granted by

each Stockholder pursuant to this Section 3 are coupled with an interest and are given to secure the rights of the Proxies under this Agreement. Each such proxy and power is irrevocable for the term of this Agreement. The Company, any representative or inspector of elections of the Company, any broker holding Securities and any depository holding Securities (each, a "Voting Administrator") shall be entitled to rely without investigation on any proxy card or other instrument signed by any Proxy as a valid exercise of any voting or consent power of the Stockholder on whose behalf the proxy card or instrument is executed in connection with any Company Action. Unless otherwise directed by a court of competent jurisdiction, in the event of conflicting instructions each Voting Administrator shall be entitled to rely on the last instructions received by such Voting Administrator from or on behalf of any Proxy prior to the Company Action.

4. Amendment. This Agreement may only be amended by a writing duly executed by all of the following: (i) each of the Stockholders, (ii) any person then serving as a Primary Proxy or Successor Proxy, (iii) Richard Sands if he is then still living, and (iv) Robert Sands if he is then still living; provided, however, the second sentence of paragraph (g) of Section 1 may not be amended or deleted.

5. Termination. This Agreement shall terminate (i) automatically at the time that neither Stockholder owns any Securities, or (ii) by a writing duly executed by all of the persons whose signature would, at the time, be required to amend this Agreement pursuant to Section 4.

6. Transfer or Pledge of Securities. Nothing in this Agreement shall limit or prevent the sale, gift, assignment, transfer or other disposition (each, a "Transfer") of any Securities or the pledge of any Securities. Except where this Agreement is assigned pursuant to Section 11, this Agreement shall not apply to any Securities once they have been Transferred by a Stockholder (unless and until such Securities are re-acquired by such Stockholder). This Agreement shall not apply to any Securities that have been pledged by a Stockholder to the extent, and only to the extent, that the pledgee of such Securities has the right to vote or give consent with respect to such Securities in connection with any Corporate Action.

7. Action by CWC Partnership I. In the event that only one of Richard Sands or Robert Sands is then serving as a "Managing General Partner" of CWC Partnership I, then which ever of them is then serving as such shall have the sole authority to execute any writing under this Agreement on behalf of CWC Partnership I whether or not another Managing General Partner has been appointed.

8. Specific Performance. The rights of the parties, the Proxies and the other intended third party beneficiaries under this Agreement are unique and, accordingly, the parties, the Proxies and the other intended third party beneficiaries shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by law.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them as to such subject matter.

10. Third Party Beneficiaries. The Proxies, Richard Sands, Robert Sands and the Voting Administrators are intended third party beneficiaries of and shall be entitled to enforce this Agreement.

11. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, except as may be expressly provided otherwise herein. Either Stockholder may, but shall not be required to, freely assign its rights and obligations under this Agreement to any person to whom all Securities then owned by such Stockholder are Transferred, and, upon such assignment and Transfer, the transferee of such Securities shall automatically become a party to this Agreement and shall for all purposes under this Agreement be treated as the Stockholder from whom such transferee acquired the Securities, all without any further action of any other person. Unless this Agreement is assigned to a transferee of Securities pursuant to this Section 10, a person to whom Securities are Transferred (other than a Transfer by merger or operation of law) shall not be treated as a successor of a Stockholder.

12. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement as of the day and year first above written.

CWC Partnership-I

By: /s/ Richard Sands
Richard Sands, Co-Managing Partner

By: /s/ Robert Sands
Robert Sands, Co-Managing Partner

CWC Partnership-II

By: The 1995 Robert Sands Descendants Trust
Its: Managing Partner

By: /s/ Richard Sands
Richard Sands, Family Trustee

By: /s/ Robert Sands
Robert Sands, Family Trustee