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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) August 14, 2012

Constellation Brands, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-08495**	**16-0716709**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

207 High Point Drive, Building 100, Victor, NY 14564
(Address of principal executive offices) (Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Indenture

On August 14, 2012, Constellation Brands, Inc. (the "Company"), certain subsidiary guarantors (the "Guarantors") and Manufacturers and Traders Trust Company ("M&T"), as trustee (the "Trustee"), entered into a Supplemental Indenture No. 2, dated as of August 14, 2012 (the "Supplemental Indenture"), which supplemented the Indenture, dated as of April 17, 2012 (the "Base Indenture" and together with the Supplemental Indenture, the "Indenture"). Under the Indenture, the Company issued $650,000,000 aggregate principal amount of 4.625% Senior Notes due 2023 (the "Notes") in a public offering pursuant to an Underwriting Agreement entered into on August 6, 2012, as disclosed in Item 1.01 of the Company's Current Report on Form 8-K dated August 6, 2012 and filed with the Securities and Exchange Commission (the "SEC") on August 10, 2012, which Item 1.01 disclosure is incorporated herein by reference. The sale of the Notes was made pursuant to a prospectus and a prospectus supplement (the "Prospectus Supplement"), each dated August 6, 2012 and filed with the SEC on August 7, 2012.

The Company intends to use the net proceeds from the offering of the Notes, together with additional borrowings drawn under the Company's Credit Agreement (as defined below) and available cash, to finance the Company's previously announced pending acquisition of the 50% membership interest in Crown Imports LLC not already owned by the Company (the "Crown Acquisition") or, if the Company is unable to finance the entire Crown Acquisition, towards the purchase of at least one-half of the 50% membership interest the Company does not already own (the "Alternate Crown Acquisition"), pursuant to the terms of the Membership Interest Purchase Agreement, dated as of June 28, 2012, among the Company, certain of its subsidiaries and Anheuser-Busch InBev SA/NV (the "Purchase Agreement"). The Company described the material terms of the Crown Acquisition and the Alternate Crown Acquisition under the caption "Membership Interest Purchase Agreement" in Item 1.01 of its Current Report on Form 8-K dated June 28, 2012 and filed with the SEC on July 2, 2012, and incorporates that description herein by this reference. As discussed below, an amount equal to 100% of the principal amount of the Notes was placed into an escrow account (the "Escrow Account") and will be released to fund a portion of the Crown Acquisition or the Alternate Crown Acquisition or in connection with a Special Mandatory Redemption (as defined below). The Company did not prefund interest that may accrue on the Notes prior to a Special Mandatory Redemption.

The Notes will mature on March 1, 2023. Interest on the Notes will accrue from August 14, 2012 and will be payable on March 1 and September 1 of each year until maturity, beginning March 1, 2013. Except as discussed below, the Notes are senior unsecured obligations of the Company, rank equally with all of the Company's other senior unsecured indebtedness, and are effectively subordinated to the indebtedness outstanding under the Company's Amended and Restated Credit Agreement, dated as of August 8, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto (as may be amended, refinanced, extended, substituted, replaced or renewed from time to time, the "Credit Agreement") from time to time and any other secured debt the Company may incur to the extent of the value of the assets securing such debt. The Notes are fully and unconditionally guaranteed on a senior basis, jointly and severally, by the Guarantors, subject to release provisions described below. Each guarantee is effectively subordinated to any secured obligations of the Guarantors to the extent of the value of the assets securing such debt. The Notes are also structurally subordinated to all indebtedness and other liabilities of subsidiaries of the Company that have not guaranteed the Notes. The Guarantors constitute the subsidiaries of the Company that are guarantors under the Credit Agreement. The guarantee of a Guarantor will be released to the extent such Guarantor is released as a guarantor under the Credit Agreement or the Credit Agreement (or a successor thereto) is amended, refinanced, extended, substituted, replaced or renewed without such Guarantor being a guarantor of the indebtedness thereunder, or if the Credit Agreement is otherwise terminated or the requirements for legal or covenant defeasance or to discharge the Indenture have been met. Subsidiaries that guarantee the Credit Agreement (or a successor thereto) in the future will also be required to guarantee the Notes, subject to the release provisions.

The Company may, at its option, redeem some or all of the Notes at any time at a redemption price equal to the accrued and unpaid interest on the Notes to the redemption date plus the greater of (i) 100% of the principal amount of the Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed (excluding interest accrued to the redemption date) from the redemption date to the maturity date discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the "Treasury Rate" (as defined in the Supplemental Indenture) plus 50 basis points.

If the Purchase Agreement is terminated and the transactions contemplated thereby are abandoned or if neither the Crown Acquisition nor the Alternate Crown Acquisition has been consummated on or prior to December 30, 2013, all of the Notes will be redeemed (the "Special Mandatory Redemption") at a price equal to 100% of the principal amount thereof, together with accrued and unpaid interest to the date of the Special Mandatory Redemption.

If the Company experiences a "change of control" (as defined in the Supplemental Indenture), it must offer to repurchase all the Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to the repurchase date.

The Indenture contains covenants that, among other things, limit the Company's ability under certain circumstances to create liens or enter into sale-leaseback transactions and impose conditions on the Company's ability to engage in mergers, consolidations and sales of all or substantially all of its assets.

The Indenture also contains certain "Events of Default" (as defined in the Supplemental Indenture) customary for indentures of this type. If an Event of Default has occurred and is continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes then outstanding may, and the Trustee at the request of the holders of not less than 25% in aggregate principal amount of the Notes then outstanding shall, declare all unpaid principal of, premium, if any, and accrued interest on all the Notes to be due and payable.

Terms of the Indenture, the Notes and the related guarantee by each of the Guarantors issued pursuant to the Indenture are more fully described in the section of the Prospectus Supplement entitled "Description of the Notes and the Guarantees."

The description above is a summary and is qualified in its entirety by the terms of the Supplemental Indenture (which includes the forms of the Notes and the related guarantee by each of the Guarantors), which is filed herewith as Exhibit 4.1, incorporated by reference herein and incorporated by reference as an exhibit to the Company's registration statement on Form S-3 (SEC File No. 333-179266). The description above is also qualified in its entirety by the Base Indenture, which was filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated April 17, 2012 and filed with the SEC on April 23, 2012 and is incorporated by reference herein.

Escrow Agreement

In connection with the issuance of the Notes, the Company entered into an escrow agreement, dated as of August 14, 2012 (the "Escrow Agreement"), with M&T, in its capacity as Trustee, and M&T, as escrow agent (the "Escrow Agent") and securities intermediary, pursuant to which an amount equal to 100% of the principal amount of the Notes (collectively, with any other property from time to time held by the Escrow Agent, the "Escrowed Property") was placed into the Escrow Account. The Company granted to the Trustee, for the benefit of the Trustee and the holders of the Notes, a security interest in any interest it has in the Escrow Account or Escrowed Property and its right to receive the Escrowed Property pursuant to the Escrow Agreement. In the event of an acceleration of the Notes pursuant to the Indenture, the Trustee will be entitled to exercise the remedies of a secured party under the New York Uniform Commercial Code and issue entitlement orders with respect to the Escrow Account. The Escrow Agreement requires the Escrowed Property to be invested in cash or certain U.S. dollar denominated short term investments.

The Escrowed Property will be released to the Company upon delivery by the Company to the Escrow Agent of an officer's certificate certifying that the closing of the Crown Acquisition or the Alternate Crown Acquisition is expected to occur in accordance with the terms of the Purchase Agreement (and without any amendment, waiver or modification thereof that is materially adverse to the holders of the Notes) within five business days following the date of such officer's certificate and the Company has received or waived the GM Transaction Closing Notice (as defined in the Purchase Agreement). In the event that the Crown Acquisition or Alternate Crown Acquisition is not actually consummated within seven business days following the disbursement of Escrowed Property to the Company, the Company must redeposit all Escrowed Property with the Escrow Agent (subject to its right to cause a subsequent release by delivering a new officer's certificate). Alternatively, the Escrowed Property will be released to the paying agent under the Supplemental Indenture for purposes of effecting the Special Mandatory Redemption (i) upon delivery by the Company to the Escrow Agent of an officer's certificate directing the release of the Escrowed Property to the paying agent, or (ii) if the Escrowed Property has not been released prior to December 31, 2013. The security interest granted by the Company to the Trustee under the Escrow Agreement will automatically terminate upon the consummation of the Crown Acquisition or Alternate Crown Acquisition.

The Escrow Agreement contains other terms customary for agreements of this type which, among other things, define the duties and rights of the Escrow Agent and the other parties to the Escrow Agreement.

The description above is a summary and is qualified in its entirety by the terms of the Escrow Agreement, which is filed herewith as Exhibit 10.1 and incorporated by reference herein.

Relationships with Manufacturers and Traders Trust Company

In addition to the relationships with M&T as a party to the Indenture and Escrow Agreement described above, from time to time the Company borrows from, maintains deposit accounts and conducts other transactions with M&T or its affiliates in the ordinary course of business. In particular, M&T is currently a lender under the Credit Agreement and serves as trustee under Supplemental Indenture No. 1 to the Base Indenture, under which the Company has issued $600,000,000 aggregate principal amount of 6% senior notes due 2022. M&T is a lender under a credit facility with a Sands family investment vehicle that, because of its relationship with members of the Sands family, is an affiliate of the Company. Such credit facility is secured by pledges of shares of the Company's class B common stock.

Item 7.01 Regulation FD.

On August 14, 2012, the Company issued a news release announcing the consummation of the Notes offering, a copy of which is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

References to the Company's website in the news release do not incorporate by reference the information on such website into this Current Report on Form 8-K, and the Company disclaims any such incorporation by reference. The information in the news release attached as Exhibit 99.1 is incorporated by reference into this Item 7.01 in satisfaction of the public disclosure requirements of Regulation FD. This information is "furnished" and not "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 and is not otherwise subject to the liabilities of that section. It may be incorporated by reference in another filing under the Securities Exchange Act of 1934 or the Securities Act of 1933 only if and to the extent such subsequent filing specifically references the information incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

Not applicable.

(b) Pro forma financial information.

Not applicable.

(c) Shell company transactions.

Not applicable.

(d) Exhibits.

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

Exhibit No.	Description
4.1	Supplemental Indenture No. 2, dated as of August 14, 2012, among Constellation Brands, Inc., as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee.
10.1	Escrow Agreement, dated as of August 14, 2012, among Constellation Brands, Inc., Manufacturers and Traders Trust Company, in its capacity as Trustee, and Manufacturers and Traders Trust Company, as escrow agent and securities intermediary.
99.1	News Release of Constellation Brands, Inc. dated August 14, 2012.

SIGNATURES

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

CONSTELLATION BRANDS, INC.

Date: August 17, 2012

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

INDEX TO EXHIBITS

Exhibit No.	Description
(1)	UNDERWRITING AGREEMENT
	Not Applicable.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION
	Not Applicable.
(3)	ARTICLES OF INCORPORATION AND BYLAWS
	Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES
(4.1)	Supplemental Indenture No. 2, dated as of August 14, 2012, among Constellation Brands, Inc., as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee.
(5)	OPINION REGARDING LEGALITY
	Not Applicable.
(7)	CORRESPONDENCE FROM AN INDEPENDENT ACCOUNTANT REGARDING NON-RELIANCE ON A PREVIOUSLY ISSUED AUDIT REPORT OR COMPLETED INTERIM REVIEW
	Not Applicable.
(10)	MATERIAL CONTRACTS
(10.1)	Escrow Agreement, dated as of August 14, 2012, among Constellation Brands, Inc., Manufacturers and Traders Trust Company, in its capacity as Trustee, and Manufacturers and Traders Trust Company, as escrow agent and securities intermediary.
(14)	CODE OF ETHICS
	Not Applicable.
(16)	LETTER RE CHANGE IN CERTIFYING ACCOUNTANT
	Not Applicable.
(17)	CORRESPONDENCE ON DEPARTURE OF DIRECTOR
	Not Applicable.
(20)	OTHER DOCUMENTS OR STATEMENTS TO SECURITY HOLDERS
	Not Applicable.
(23)	CONSENTS OF EXPERTS AND COUNSEL
	Not Applicable.

(24)	POWER OF ATTORNEY
	Not Applicable.
(99)	ADDITIONAL EXHIBITS
(99.1)	News Release of Constellation Brands, Inc. dated August 14, 2012.
(100)	XBRL-RELATED DOCUMENTS
	Not Applicable.
(101)	INTERACTIVE DATA FILE
	Not Applicable.

Exhibit 4.1

CONSTELLATION BRANDS, INC.,

as Issuer

ALCOFI INC.
CONSTELLATION BEERS LTD.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S. OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION SERVICES LLC
CONSTELLATION TRADING COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.,

as Guarantors

and

MANUFACTURERS AND TRADERS TRUST COMPANY,

as Trustee

Supplemental Indenture No. 2

Dated as of August 14, 2012

4.625% Senior Notes due 2023

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SUPPLEMENTAL INDENTURE NO. 2, dated as of August 14, 2012 (this "*Supplemental Indenture*"), between CONSTELLATION BRANDS, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "*Company*"), the guarantors named herein and from time to time parties hereto, and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as Trustee (herein called the "*Trustee*").

RECITALS OF THE COMPANY

WHEREAS, the Company has heretofore delivered to the Trustee an Indenture dated as of April 17, 2012 (the "*Initial Indenture*" and, together with Supplemental Indenture No. 1, dated as of April 17, 2012, and this Supplemental Indenture, the "*Indenture*"), providing for the issuance from time to time of Debt Securities of the Company.

WHEREAS, Sections 2.1 and 2.2 of the Initial Indenture provide for various matters with respect to any series of Debt Securities issued under the Initial Indenture to be established in an indenture supplemental to the Initial Indenture.

WHEREAS, Section 12.1(e) of the Initial Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Initial Indenture to establish the form or terms of Debt Securities of any series as provided by Sections 2.1 and 2.2 of the Initial Indenture.

WHEREAS, all the conditions and requirements necessary to make this Supplemental Indenture, when duly executed and delivered, a valid and binding agreement in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the series of Debt Securities provided for herein by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE
RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1. Relation to Indenture.

This Supplemental Indenture constitutes an integral part of the Indenture.

SECTION 1.2. Definitions.

For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(1) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Initial Indenture;

(2) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and

(3) To the extent terms defined herein differ from the Initial Indenture the terms defined herein will govern.

"*Acquisition*" means either the Crown Acquisition or the Alternate Crown Acquisition.

"*Acquisition Agreement*" means the Membership Interest Purchase Agreement, dated as of June 28, 2012, by and among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., the Company and Anheuser-Busch InBev SA/NV.

"*Alternate Crown Acquisition*" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc. of the Alternate Importer Interest (as defined in the Acquisition Agreement) pursuant to the Acquisition Agreement.

"*Bankruptcy Law*" means Title 11, United States Bankruptcy Code of 1978, as amended, or any similar United States federal or state law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law.

"*Capital Lease Obligation*" means any obligations of the Company and its Subsidiaries on a Consolidated basis under any capital lease of real or personal property which, in accordance with GAAP, has been recorded as a capitalized lease obligation.

"*Capital Markets Debt*" means any debt securities or debt financing issued pursuant to an indenture, notes purchase agreement or similar financing arrangement (but excluding any credit agreement) whether offered pursuant to a registration statement under the Securities Act or under an exemption from the registration requirements of the Securities Act.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in the equity of such Person, including, without limitation, all common stock and preferred stock.

"*Change of Control*" means the occurrence of any of the following events: (i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 35% of the voting power of the total outstanding Voting Stock of the Company voting as one class, *provided* that the Permitted Holders "beneficially own" (as so defined) a percentage of Voting Stock having a lesser percentage of the voting power than such other Person and do not have the right or

ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Company; (ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election to such Board or whose nomination for election by the shareholders of the Company was approved by a vote of 66 2/3% of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such Board of Directors then in office; (iii) the Company consolidates with or merges with or into any Person or conveys, transfers or leases all or substantially all of its assets to any Person, or any corporation consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is changed into or exchanged for cash, securities or other property, other than any such transaction where the Company's outstanding Voting Stock is not changed or exchanged at all (except to the extent necessary to reflect a change in the jurisdiction of incorporation of the Company) or where (A) the outstanding Voting Stock of the Company is changed into or exchanged for (x) Voting Stock of the surviving corporation or (y) cash, securities and other property (other than Capital Stock of the surviving corporation) and (B) no "person" or "group" other than Permitted Holders owns immediately after such transaction, directly or indirectly, more than the greater of (1) 35% of the voting power of the total outstanding Voting Stock of the surviving corporation voting as one class and (2) the percentage of such voting power of the surviving corporation held, directly or indirectly, by Permitted Holders immediately after such transaction; or (iv) the Company is liquidated or dissolved or adopts a plan of liquidation or dissolution other than in a transaction which complies with the provisions of Article Ten of the Initial Indenture.

"*Change of Control Offer*" shall have the meaning set forth in Section 3.2(a).

"*Change of Control Purchase Date*" shall have the meaning set forth in Section 3.2(a).

"*Change of Control Purchase Notice*" shall have the meaning set forth in Section 3.2(b).

"*Change of Control Purchase Price*" shall have the meaning set forth in Section 3.2(a).

"*Commission*" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or if at any time after the execution of this Supplemental Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"*Company*" means Constellation Brands, Inc., a corporation incorporated under the laws of Delaware, until a successor Person shall have become such pursuant to Article Ten of the Initial Indenture, and thereafter "Company" shall mean such successor Person.

"*Comparable* Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed.

"*Comparable Treasury Price*" means (1) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"*Consolidated Fixed Charge Coverage Ratio*" of the Company means, for any period, the ratio of (a) the sum of Consolidated Net Income (Loss), Consolidated Interest Expense, Consolidated Income Tax Expense and Consolidated Non-cash Charges deducted in computing Consolidated Net Income (Loss) in each case, for such period, of the Company and its Subsidiaries on a Consolidated basis, all determined in accordance with GAAP and on a pro forma basis for any acquisition or disposition of a Subsidiary or line of business following the first day of such period and on or prior to the date of determination as if all such acquisitions and dispositions had occurred on the first day of such period to (b) the sum of Consolidated Interest Expense for such period and cash dividends paid on any of the Company's preferred stock and that of its Subsidiaries during such period; *provided* that (i) in making such computation, the Consolidated Interest Expense attributable to interest on any Funded Debt shall be computed on a pro forma basis for any incurrence or repayment of Funded Debt (other than Funded Debt under a revolving credit facility) following the first day of the applicable period and on or prior to the date of determination as if such incurrence or repayment had occurred on the first day of such period and Funded Debt, (A) bearing a floating interest rate, shall be computed as if the rate in effect on the date of computation had been the applicable rate for the entire period and (B) which was not outstanding during the period for which the computation is being made but which bears, at the option of the Company, a fixed or floating rate of interest, shall be computed by applying at the Company's option, either the fixed or floating rate and (ii) in making such computation, the Consolidated Interest Expense of the Company attributable to interest on any Funded Debt under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Funded Debt during the applicable period.

"*Consolidated Income Tax Expense*" means for any period, as applied to the Company, the provision for federal, state, local and foreign income taxes of the Company and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis.

"*Consolidated Interest Expense*" of the Company means, without duplication, for any period, the sum of (a) the interest expense of the Company and its Subsidiaries for such period, on a Consolidated basis, including, without limitation, (i) amortization of debt discount, (ii) the net cost under interest rate contracts (including amortization of discounts), (iii) the interest portion of any deferred payment obligation and (iv) accrued interest, plus (b) (i) the interest component of the Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by the Company and its Subsidiaries during such period and (ii) all capitalized interest of the Company and its Subsidiaries, in each case as determined in accordance with GAAP on a Consolidated basis. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of Consolidated Interest Expense associated with any Funded Debt incurred in connection with such acquisition or disposition of assets shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, as in effect on the date of such calculation.

"*Consolidated Net Income (Loss)*" of the Company means, for any period, the Consolidated net income (or loss) of the Company and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication: (i) all extraordinary gains or losses (less all fees and expenses relating thereto); (ii) the portion of net income (or loss) of the Company and its Subsidiaries allocable to minority interests in unconsolidated Persons to the extent that cash dividends or distributions have not actually been received by the Company or one of its Subsidiaries; (iii) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan; (iv) net gains (but not losses) (less all fees and expenses relating thereto) in respect of dispositions of assets other than in the ordinary course of business; or (v) the net income of any Subsidiary to the extent that the declaration of dividends or similar distributions by that Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Subsidiary or its stockholders. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of income or earnings related to such assets shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, as in effect on the date of such calculation.

"*Consolidated Net Tangible Assets*" means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (i) all current liabilities, excluding the current portion of any Funded Debt and any other current liabilities constituting Funded Debt because such Funded Debt is extendible or renewable, and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other similar intangibles, all as set forth on the books and records of the Company and its Consolidated Subsidiaries and computed in accordance with GAAP.

"*Consolidated Non-cash Charges*" of the Company means, for any period, the aggregate depreciation, amortization and other non-cash charges of the Company and its Subsidiaries for such period, as determined in accordance with GAAP on a Consolidated basis (excluding any non-cash charge which requires an accrual or reserve for cash charges for any future period).

"*Consolidation*" means, with respect to any Person, the consolidation of the accounts of such Person and each of its Subsidiaries if and to the extent the accounts of such Person and each of its Subsidiaries would normally be consolidated with those of such Person, all in accordance with GAAP. The term "*Consolidated*" shall have a similar meaning.

"*Crown Acquisition*" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc. of the Importer Interest (as defined in the Acquisition Agreement) pursuant to the Acquisition Agreement.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Depositary*" or "*DTC*" has the meaning set forth in Section 2.6.

"*Escrow Agent*" has the meaning assigned to such term in the Escrow Agreement.

"*Escrow Agreement*" means, the Escrow Agreement, dated as of August 14, 2012, by and among the Issuer, the Trustee and Manufacturers and Traders Trust Company, as escrow agent and securities intermediary.

"*Escrow Property*" has the meaning set forth in the Escrow Agreement.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Event of Default*" has the meaning set forth in Section 5.1.

"*Funded Debt*" means all indebtedness for the repayment of money borrowed, whether or not evidenced by a bond, debenture, note or similar instrument or agreement, having a final maturity of more than 12 months after the date of its creation or having a final maturity of less than 12 months after the date of its creation but by its terms being renewable or extendible beyond 12 months after such date at the option of the borrower. When determining "Funded Debt," indebtedness will not be included if, on or prior to the final maturity of that indebtedness, the Company has deposited the necessary funds for the payment, redemption or satisfaction of that indebtedness in trust with the proper depositary.

"*GAAP*" means generally accepted accounting principles in the United States of America, consistently applied, which are in effect on the Issue Date. At any time after the Issue Date, the Company may elect to apply International Financial Reporting Standards ("IFRS") accounting principles consistently applied, as in effect at the time of such election, in lieu of GAAP and, from and after any such election, references herein to GAAP shall thereafter be construed to mean IFRS; provided that any such election, once made, shall be irrevocable; provided, further that any calculation or determination under the Indenture that requires the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. Promptly after the making of any such election, the Company shall deliver an Officer's Certificate to the Trustee and a notice to the Holders, in each case providing notice of any election made in accordance with this definition.

"*Guarantee*" means the guarantee by each Guarantor of the Company's Indenture Obligations pursuant to a guarantee given in accordance with this Supplemental Indenture, including the Guarantees by the Guarantors on the Issue Date and any Guarantee delivered pursuant to Section 3.4.

"*Guarantor*" means the Subsidiaries listed on the signature pages of this Supplemental Indenture as guarantors and each other Subsidiary required to become a Guarantor after the Issue Date pursuant to Section 3.4, in each case, until such Guarantor's Guarantee is released in accordance with the Initial Indenture.

"*Holders*" mean the registered holders of the Notes.

"*Indenture Obligations*" means the obligations of the Company and any other obligor under this Supplemental Indenture or under the Notes, including any Guarantor, to pay principal of, premium, if any, and interest when due and payable, and all other amounts due or to become due under or in connection with this Supplemental Indenture, the Notes and the performance of all other obligations to the Trustee and the Holders under this Supplemental Indenture and the Notes, according to the terms hereof or thereof.

"*Independent Investment Banker*" means any of Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc., Wells Fargo Securities, LLC and their successors or, if Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee after consultation with the Company.

"*Insolvency or Liquidation Proceeding*" means, with respect to any Person, any liquidation, dissolution or winding up of such Person, or any bankruptcy, reorganization, insolvency, receivership or similar proceeding with respect to such Person, whether voluntary or involuntary.

"*Interest Payment Date*" has the meaning set forth in Section 2.3.

"*Investments*" means, with respect to any Person, directly or indirectly, any advance, loan (including guarantees), or other extension of credit or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase, acquisition or ownership by such Person of any Capital Stock, bonds, notes, debentures or other securities issued or owned by, any other Person and all other items that would be classified as investments on a balance sheet prepared in accordance with GAAP.

"*Issue Date*" means the original issue date of the initial Notes issued under this Supplemental Indenture.

"*Lien*" means any mortgage, charge, pledge, lien (statutory or otherwise), security interest, hypothecation or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired.

"*Maturity*" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein provided or as provided in this Supplemental Indenture, whether at Stated Maturity or the redemption date and whether by declaration of acceleration, Change of Control, call for redemption or otherwise.

"*Notes*" has the meaning specified in Section 2.1.

"*Obligations*" means any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursement obligations, damages and other liabilities payable under the documentation governing any Funded Debt.

"*Permitted Holders*" means (a) Marilyn Sands, her descendants (whether by blood or adoption), her descendants' spouses, her siblings, the descendants of her siblings (whether by blood or adoption), Hudson Ansley, Lindsay Caleo, William Caleo, Courtney Winslow, or Andrew Stern, or the estate of any of the foregoing Persons, or The Sands Family Foundation, Inc., (b) trusts which are for the benefit of any combination of the Persons described in clause (a), or any trust for the benefit of any such trust, or (c) partnerships, limited liability companies or any other entities which are controlled by any combination of the Persons described in clause (a), the estate of any such Persons, a trust referred to in the foregoing clause (b) or an entity that satisfies the conditions of this clause (c).

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, any other company or entity or government or any agency or political subdivision thereof.

"*Post-Petition Interest*" means, with respect to any indebtedness of any Person, all interest accrued or accruing on such indebtedness after the commencement of any Insolvency or Liquidation Proceeding against such Person in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing such indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such Insolvency or Liquidation Proceeding.

"*Principal Property*" means, as of any date, any building, structure or other facility, together with the land upon which it is erected and any fixtures which are a part of the building, structure or other facility, used primarily for manufacturing, processing or production, in each case located in the United States of America, and owned or leased or to be owned or leased by the Company or any of its Subsidiaries, and in each case the net book value of which as of that date exceeds 2% of the Company's Consolidated Net Tangible Assets as shown on the consolidated balance sheet contained in the Company's latest filing with the Commission, other than any such land, building, structure or other facility or portion thereof which is a pollution control facility, or which, in the opinion of the Board of Directors, is not of material importance to the total business conducted by the Company and its Subsidiaries, considered as one enterprise.

"*Property*" means any asset, revenue or any other property, whether tangible or intangible, real or personal, including, without limitation, any right to receive income.

"*Reference Treasury Dealer*" means any of (1) Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC, or their successors; *provided*, *however*, that if Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC shall cease to be a primary United States Government securities dealer in New York City, or a "Primary Treasury Dealer," another Primary Treasury Dealer may be substituted and (2) any one other Primary Treasury Dealer selected by the Independent Investment Banker after consultation with the Company.

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent In-

vestment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"*Release Date*" means the date on which the Escrow Property is disbursed in accordance with Section 2.3 of the Escrow Agreement.

"*Sale and Leaseback Transaction*" means any transaction or series of related transactions pursuant to which the Company or a Subsidiary sells or transfers any property or asset in connection with the leasing, or the resale against installment payments, of such property or asset to the seller or transferor.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Senior Credit Facility*" means that certain Credit Agreement, dated as of May 3, 2012, by and among the Company, the guarantors named therein, Bank of America, N.A., as administrative agent, and the other agents and lenders party thereto from time to time, as amended, restated, modified, supplemented, substituted, replaced, renewed or refinanced from time to time, including any agreement or agreements extending the maturity of, or refinancing all or any portion of the indebtedness under such agreement, and any successor or replacement agreement or agreements with the same or any other borrowers, agents, creditors, lenders or group of creditors or lenders.

"*Special Mandatory Redemption Trigger Date*" shall have the meaning set forth in Section 2.5(b).

"*Stated Maturity*" when used with respect to any indebtedness or any installment of interest thereon, means the dates specified in such indebtedness as the fixed date on which the principal of such indebtedness or such installment of interest is due and payable.

"*Subsidiary*" means any Person a majority of the equity ownership or the Voting Stock of which is at the time owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries.

"*Treasury Rate*" means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not

contain such yields, the rate per year equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third Business Day preceding the redemption date.

"*Trust Indenture* Act" means the Trust Indenture Act of 1939, as amended.

"*United States Government Obligations*" means direct non-callable obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged.

"*Voting Stock*" means, with respect to any Person, Capital Stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

ARTICLE TWO
THE SERIES OF DEBT SECURITIES

SECTION 2.1. Title of the Debt Securities.

There shall be a series of Debt Securities designated the "4.625% Senior Notes due 2023" (the "*Notes*"). Issuances of additional Notes as contemplated by Section 2.2 of the Initial Indenture shall not be permitted until after either the Crown Acquisition or Alternate Crown Acquisition has been consummated; provided, nothing in this sentence shall limit the issuance at any time of any Debt Securities other than the Notes.

SECTION 2.2. Limitation on Aggregate Principal Amount.

The aggregate principal amount of the Notes shall not be limited. The Company shall not execute and the Trustee shall not authenticate or deliver Notes except as permitted by the terms of the Indenture.

SECTION 2.3. Interest and Interest Rates; Maturity Date of Notes.

The Notes will mature on March 1, 2023 and will be unsecured senior obligations of the Company, except as provided in the Escrow Agreement. Each Note will bear interest at the rate of 4.625% per annum from August 14, 2012 or from the most recent interest payment date to which interest has been paid, payable semi-annually on March 1 and September 1 of each year (each an "*Interest Payment Date*"), commencing March 1, 2013, to the Person in whose name the Note (or any predecessor Note) is registered at the close of business on the February 15 or August 15 next preceding such Interest Payment Date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest so payable on any Note which is not punctually paid or duly provided for on any Interest Payment Date shall forthwith cease to be payable to the Person in whose name such Note is registered on the relevant regular record date, and such defaulted interest shall instead be payable to the Person in whose name

such Note is registered on the special record date or other specified date determined in accordance with the Indenture.

If any Interest Payment Date or Stated Maturity falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date or Stated Maturity, as the case may be.

SECTION 2.4. Optional Redemption.

Except as set forth below, the Company may not optionally redeem the Notes prior to March 1, 2023. The Notes may be redeemed in whole or in part at any time or in part from time to time, at the Company's option, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest (excluding interest accrued to the redemption date) on the Notes discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 50 basis points,

(iii) plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the redemption date.

The provisions of Section 5.2, 5.3 and 5.6 of the Initial Indenture shall be applicable to any optional redemption of the Notes.

SECTION 2.5. Sinking Fund; Special Mandatory Redemption.

(a) The Notes are not entitled to the benefit of any sinking fund.

(b) In the event that (i) an Acquisition has not been consummated on or prior to December 30, 2013 or (ii) at any time prior to December 30, 2013, the Company delivers an officer's certificate to the Escrow Agent in the form of Exhibit C to the Escrow Agreement then, in either case, all outstanding Notes shall be redeemed at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest to but excluding the date of redemption. For purposes of this Supplemental Indenture, the "*Special Mandatory Redemption Trigger Date*" shall be December 30, 2013 if the condition in clause (i) above is satisfied or the date on which the Company delivers the officer's certificate specified in clause (ii) above if the condition in clause (ii) above is satisfied. On the Special Mandatory Redemption Trigger Date, the Company shall deliver to the Escrow Agent the certificate contemplated by Section 2.3(b) of the Escrow Agreement and shall deliver or cause to be delivered to the Paying Agent not later than the Business Day following the Special Mandatory Redemption Trigger Date an amount in same day funds which, together with the amount of the Escrow Property as of such date, is sufficient to redeem all outstanding Notes pursuant to this Section 2.5(b) and the Paying Agent shall apply such funds to redeem all outstanding Notes on such date. The Paying Agent shall promptly return to the Company any remaining funds received by the Paying Agent pursuant to

this Section 2.5(b) or the Escrow Agreement following redemption of the Notes. The provisions of Sections 5.3 and 5.6 of the Initial Indenture shall be applicable to any redemption of the Notes pursuant to this Section 2.5(b).

SECTION 2.6. Method of Payment.

Settlement for the Notes will be made in same day funds. All payments of principal and interest will be made by the Company in same day funds. The Notes will trade in the Same-Day Funds Settlement System of The Depository Trust Company (the "*Depositary*" or "*DTC*") until maturity, and secondary market trading activity for the Notes will therefore settle in same day funds.

Principal of, premium, if any, and interest on the Notes will be payable, and the Notes will be exchangeable and transferable, at the office or agency of the Company in the City of New York maintained for such purposes (which initially will be the Trustee); *provided*, *hoever*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto as shown on the security register.

SECTION 2.7. Currency.

Principal and interest on the Notes shall be payable in United States Dollars or in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

SECTION 2.8. Registered Securities; Global Form.

The Notes shall be issuable only in fully registered form without coupons, in denominations of $2,000 and any integral multiple of $1,000 in excess thereof. No service charge will be made for any registration of transfer, exchange or redemption of Notes, except in certain circumstances for any tax or other governmental charge that may be imposed in connection therewith. The depository for the Notes shall be the DTC. The Notes shall not be issuable in definitive form.

SECTION 2.9. Form of Notes.

The Notes shall be substantially in the form attached as Exhibit A hereto.

ARTICLE THREE
COVENANTS

The following covenants shall apply to the Notes (but not with respect to any other series of Debt Securities), and are in addition to the covenants set forth in Article Four of the Initial Indenture. With respect to the Notes (but not with respect to any other series of Debt Securities), to the extent inconsistent with the covenants contained in Article Four of the Initial Indenture the covenants set forth in this Supplemental Indenture shall govern.

SECTION 3.1. Limitation on Liens.

So long as any of the Notes remain Outstanding, the Company will not, and will not permit any Subsidiary to, issue, assume or guarantee any Funded Debt that is secured by a mortgage, pledge, security interest or other Lien or encumbrance upon or with respect to any Principal Property or on the Capital Stock of any Subsidiary that owns a Principal Property unless:

(a) the Company secures the Notes equally and ratably with (or prior to) any and all Funded Debt secured by that Lien, or

(b) in the case of Funded Debt other than Capital Markets Debt, immediately after giving effect to the granting of any such Lien and the incurrence of any Funded Debt in connection therewith, the Company's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0;

provided, *however*, that nothing contained in the foregoing shall prevent, restrict or apply to the following:

(i) Liens existing as of the Issue Date (excluding Liens securing the Senior Credit Facility) on any Property or assets owned or leased by the Company or any Subsidiary;

(ii) Liens securing any obligations under the Senior Credit Facility in an amount not to exceed the maximum amount permitted to be outstanding under the Senior Credit Facility on August 6, 2012 (including the incremental credit facilities contemplated thereunder);

(iii) Liens on Property or assets of, or any shares of stock securing Funded Debt of, any corporation or other Person existing at the time such corporation or other Person becomes a Subsidiary;

(iv) Liens on Property, assets or shares of stock securing Funded Debt existing at the time of an acquisition, including an acquisition through merger or consolidation, and Liens to secure Funded Debt incurred prior to, at the time of or within 180 days after the later of the completion of the acquisition, or the completion of the construction and commencement of the operation of any such Property, for the purpose of financing all or any part of the purchase price or construction cost of that Property;

(v) Liens on any Property or assets to secure all or any portion of the cost of development, operation, construction, alteration, repair or improvement of all or any part of such Property or assets, or to secure Funded Debt incurred prior to, at the time of or within 180 days after the completion of such development, operation, construction, alteration, repair or improvement for the purpose of financing all or any part of such costs;

(vi) Liens in favor of, or which secure Funded Debt owing to, the Company or a Subsidiary;

(vii) Liens arising from the assignment of moneys due and to become due under contracts between the Company or any Subsidiary and the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof; or Liens in favor of the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof, to secure progress, advance or other payments pursuant to any contract or provision of any statute, or pursuant to the provisions of any contract not directly or indirectly in connection with securing any Funded Debt;

(viii) Liens arising by reason of any attachment, judgment, decree or order of any court or other governmental authority, so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been initiated for review of such attachment, judgment, decree or order shall not have been finally terminated or so long as the period within which such proceedings may be initiated shall not have expired;

(ix) any deposit or pledge as security for the performance of any bid, tender, contract, lease or undertaking not directly or indirectly in connection with the securing of any Funded Debt; any deposit or pledge with any governmental agency required or permitted to qualify the Company or any Subsidiary to conduct business, to maintain self-insurance or to obtain the benefits of any law pertaining to worker's compensation, unemployment insurance, pensions, social security or similar matters, or to obtain any stay or discharge in any legal or administrative proceedings; deposits or pledges to obtain the release of mechanics' worker's, repairmen's, materialmen's or warehousemen's liens on the release of property in the possession of a common carrier; any security interest created in connection with the sale, discount or guarantee of notes, chattel mortgages, leases, accounts receivable, trade acceptances or other paper, or contingent repurchase obligations, arising out of sales of merchandise in the ordinary course of business; liens for taxes not yet due and payable or being contested in good faith; any deposit or pledge in connection with appeal or surety bonds; or other deposits or pledges similar to those referred to in this clause (ix);

(x) Liens created after the Issue Date on Property leased to or purchased by the Company or any Subsidiary after that date and securing, directly or indirectly, obligations issued by a State, a Territory or a possession of the United States of America, or any political subdivision of any of the foregoing, or the District of Columbia, to finance the cost of acquisition or cost of construction of such Property;

(xi) Liens arising from surveys exceptions, title defects, encumbrances, easements, reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph or telephone lines and other similar purposes or zoning or other restrictions as to the use of real property not interfering with the ordinary conduct of the business of the Company or any of its Subsidiaries;

(xii) Liens arising by operation of law in favor of mechanics, materialmen, laborers, employees or suppliers, incurred in the ordinary course of business for sums

which are not yet delinquent or are being contested in good faith by negotiations or by appropriate proceedings which suspend the collection thereof;

(xiii) Liens arising from zoning restrictions, easements, licenses, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property or minor irregularities of title (and with respect to leasehold interests, mortgages, obligations, Liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased Property, with or without consent of the lessee), none of which materially impairs the use of any parcel of Property material to the operation of the business of the Company or any Subsidiary or the value of such Property for the purpose of such business; or

(xiv) any extension, renewal, substitution or replacement (or successive extensions, renewals, substitutions or replacements), as a whole or in part, of any Lien referred to in subparagraphs (i) through (xiii) above or the Funded Debt secured thereby; *provided*, that (1) such extension, renewal, substitution or replacement Lien shall be limited to all or any part of the same Property or assets or shares of stock that secured the Lien extended, renewed, substituted or replaced (plus improvements on such Property and any other Property or assets not then constituting a Principal Property) and (2) the Funded Debt secured by such Lien at such time is not increased.

SECTION 3.2. Purchase of Notes upon a Change of Control.

(a) If a Change of Control shall occur at any time, then each Holder of Notes shall have the right to require that the Company purchase such Holder's Notes in whole or in part (equal to $2,000 or an integral multiple of $1,000 in excess thereof), at a purchase price (the "*Change of Control Purchase Price*") in cash in an amount equal to 101% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase (the "*Change of Control Purchase Date*"), pursuant to the offer described in subsection (b) of this Section (the "*Change of Control Offer*") and in accordance with the procedures set forth in subsections (b), (c), (d) and (e) of this Section 3.2.

(b) Within 30 days following any Change of Control, the Company shall (i) cause a notice of the Change of Control Offer to be sent at least once to the Dow Jones News Service or similar business news service in the United States of America; and (ii) notify the Trustee thereof and give written notice (a "*Change of Control Purchase Notice*") of such Change of Control to each Holder by first-class mail, postage prepaid, at its address appearing in the Security Register stating or including:

(1) that a Change of Control has occurred, the date of such event, and that such Holder has the right to require the Company to repurchase such Holder's Notes at the Change of Control Purchase Price;

(2) the circumstances and relevant facts regarding such Change of Control (including information with respect to the Company's pro forma consolidated historical income, cash flow and capitalization after giving effect to such Change of Control);

(3) that the Change of Control Offer is being made pursuant to this Section 3.2 and that all Notes properly tendered pursuant to the Change of Control Offer will be accepted for payment at the Change of Control Purchase Price;

(4) the Change of Control Purchase Date, which shall be a Business Day no earlier than 30 days nor later than 60 days from the date such notice is mailed, or such later date as is necessary to comply with requirements under the Exchange Act;

(5) the Change of Control Purchase Price;

(6) the names and addresses of the Paying Agent and the offices or agencies referred to in Section 4.2 of the Initial Indenture;

(7) that Notes must be surrendered on or prior to the Change of Control Purchase Date to the Paying Agent at the office of the Paying Agent or to an office or agency referred to in Section 4.2 of the Initial Indenture to collect payment;

(8) that the Change of Control Purchase Price for any Note which has been properly tendered and not withdrawn will be paid promptly following the Change of Control Offer Purchase Date;

(9) the procedures for withdrawing a tender of Notes;

(10) that any Note not tendered will continue to accrue interest; and

(11) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date.

(c) Upon receipt by the Company of the proper tender of Notes, the Holder of the Note in respect of which such proper tender was made shall (unless the tender of such Note is properly withdrawn) thereafter be entitled to receive solely the Change of Control Purchase Price with respect to such Note. Upon surrender of any such Note for purchase in accordance with the foregoing provisions, such Note shall be paid by the Company at the Change of Control Purchase Price; *provided*, *however*, that installments of interest whose Stated Maturity is on or prior to the Change of Control Purchase Date shall be payable to the Holders of such Notes registered as such on the relevant record dates according to the terms and the provisions of Section 2.3. If any Note tendered for purchase shall not be so paid upon surrender thereof, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Change of Control Purchase Date at the rate borne by such Note. Holders electing to have Notes purchased will be required to surrender such Notes to the Paying Agent at the address specified in the Change of Control Purchase Notice at least two Business Days prior to the Change of Control Purchase Date. Any Note that is to be purchased only in part shall be surrendered to a Paying Agent at the office of such Paying Agent (with, if the note registrar designated pursuant to Section 4.2 of the Initial Indenture or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the note registrar or the Trustee, as the case may be, duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the

Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased.

(d) The Company shall (i) not later than the Change of Control Purchase Date, accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) not later than 11:00 a.m. (New York time) on the Change of Control Purchase Date, deposit with the Paying Agent an amount of cash sufficient to pay the aggregate Change of Control Purchase Price of all the Notes or portions thereof which are to be purchased as of the Change of Control Purchase Date and (iii) not later than the Change of Control Purchase Date, deliver to the Paying Agent an Officers' Certificate stating the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Change of Control Purchase Price of the Notes purchased from each such Holder, and the Company shall execute and the Trustee shall promptly authenticate and mail or deliver to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Change of Control Offer on the Change of Control Purchase Date. For purposes of this Section 3.2, the Company shall choose a Paying Agent which shall not be the Company.

(e) Tendered Notes may be withdrawn before or after delivery by the Holder to the Paying Agent at the office of the Paying Agent of the Note to which such Change of Control Purchase Notice relates, by means of a written notice of withdrawal delivered by the Holder to the Paying Agent at the office of the Paying Agent or to the office or agency referred to in Section 4.2 of the Initial Indenture to which the related Change of Control Purchase Notice was delivered not later than three Business Days prior to the Change of Control Purchase Date specifying, as applicable:

(1) the name of the Holder;

(2) the certificate number of the Note in respect of which such notice of withdrawal is being submitted;

(3) the principal amount of the Note (which shall be $2,000 or an integral multiple of $1,000 in excess thereof) delivered for purchase by the Holder as to which such notice of withdrawal is being submitted; and

(4) the principal amount, if any, of such Note (which shall be $2,000 or an integral multiple of $1,000 in excess thereof) that remains subject to the original Change of Control Purchase Notice and that has been or will be delivered for purchase by the Company.

(f) Subject to applicable escheat laws, as provided in the Notes, the Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest or dividends, if any, thereon, held by them for the payment of the Change of Con-

trol Purchase Price; *provided*, *however*, that, (x) to the extent that the aggregate amount of cash deposited by the Company pursuant to clause (ii) of paragraph (d) above exceeds the aggregate Change of Control Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Company and (y) unless otherwise directed by the Company in writing, promptly after the Business Day following the Change of Control Purchase Date the Trustee shall return any such excess to the Company together with interest, if any, thereon.

(g) Notwithstanding the foregoing, the Company shall not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 3.2 applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(h) The Company shall comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 3.2, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 3.2 as a result thereof.

SECTION 3.3. Limitation on Sale and Leaseback Transactions.

So long as any of the Notes remain Outstanding, neither the Company nor any Subsidiary shall enter into any arrangement with any Person (other than the Company or any Subsidiary) whereby the Company or a Subsidiary agrees to lease any Principal Property (except for leases for a term of not more than three years) which has been or is to be sold or transferred more than 120 days after the later of (i) such Principal Property having been acquired by the Company or a Subsidiary and (ii) completion of construction and commencement of full operation thereof, by the Company or a Subsidiary to that Person unless (a) the net proceeds to the Company or a Subsidiary from the sale or transfer equal or exceed the fair value, as determined by the Board of Directors, of the Principal Property so leased, (b) immediately after giving effect to such Sale and Leaseback Transaction, the Company's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0, or (c) the Company, within 120 days after the effective date of the Sale and Leaseback Transaction, applies an amount equal to the fair value as determined by the Company's Board of Directors of the Principal Property so leased to (x) the prepayment or retirement of the Company's Funded Debt, which may include the Notes; (y) the acquisition of additional real property for the Company or any Subsidiary. A Sale and Leaseback Transaction shall not include any such arrangement for financing air, water or noise pollution control facilities or sewage or solid waste disposal facilities or involving industrial development bonds which are tax-exempt pursuant to Section 103 of the Code (or which receive similar tax treatment under any subsequent amendments thereto or successor laws thereof).

SECTION 3.4. Additional Guarantees.

In the event the Company (i) organizes or acquires any Subsidiary after the Issue Date that is not a Guarantor and such Subsidiary, directly or indirectly, provides a guarantee un-

der the Senior Credit Facility or (ii) causes or permits any Subsidiary that is not a Guarantor to, directly or indirectly, guarantee obligations under the Senior Credit Facility, then, in each case the Company shall cause such Subsidiary to simultaneously execute and deliver a supplemental indenture to the Indenture pursuant to which it will become a Guarantor under the Indenture with respect to the Notes.

If the Notes are defeased in accordance with the terms of Section 4.1, each Guarantor shall be released and discharged of its Guarantee obligations in respect of the Indenture, the Supplemental Indenture and the Notes. The Guarantee of a Guarantor shall also be released and discharged as provided in Section 14.6 of the Initial Indenture.

SECTION 3.5. Waiver of Certain Covenants.

The Company may omit in a particular instance to comply with any covenant or condition set forth in Sections 3.1 through 3.4, if, before or after the time for such compliance, the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding shall, by act of such Holders, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

ARTICLE FOUR
DEFEASANCE

The following provisions of this Article Four shall apply to the Notes (but not with respect to any other series of Debt Securities).

SECTION 4.1. Legal Defeasance.

The Company will be deemed to have paid and the Company and the Guarantors will be discharged from any and all obligations in respect of the Notes on the 91st day after the date of the deposit referred to in clause (a) of this Section 4.1, and the provisions of this Supplemental Indenture will no longer be in effect with respect to the Notes, and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same if:

(a) the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee and conveyed all right, title and interest to the Trustee for the benefit of the Holders of Notes, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of such Holders as security for payment of the principal of and interest, if any, on the Notes, and dedicated solely to, the benefit of such Holders, in and to (1) money in an amount, (2) United States Government Obligations that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (a), money in an amount or (3) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed

in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of and interest on the outstanding Notes on the Stated Maturity of such principal or interest; *provided*, that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such United States Government Obligations to the payment of such principal and interest with respect to the Notes;

(b) the Company has delivered to the Trustee either (x) an Opinion of Counsel to the effect that Holders of Notes will not recognize income, gain or loss for federal income tax purposes as a result of the Company's exercise of its option under this Section 4.1 and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such option had not been exercised, which Opinion of Counsel shall be based upon (and accompanied by a copy of) a ruling of the Internal Revenue Service to the same effect unless there has been a change in applicable federal income tax law after the Original Issue Date of such Securities such that a ruling is no longer required or (y) a ruling directed to the Trustee received from the Internal Revenue Service to the same effect as the aforementioned Opinion of Counsel;

(c) immediately after giving effect to such deposit, on a pro forma basis, no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, insofar as Sections 5.1(f) and 5.1(g) are concerned, at any time during the period ending on the 91st day after such date of such deposit; and

(d) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 4.1 have been complied with.

Notwithstanding the foregoing paragraph, the Company's obligations in Sections 2.4, 2.6, 2.8, 2.9, 2.10, 2.12, 2.13, 4.1, 4.2, 11.2 and 11.6 of the Initial Indenture and Sections 4.4, 4.5 and 5.1 hereof shall survive until the Notes are no longer Outstanding. Thereafter, the Company's obligations in Sections 4.4 and 4.5 hereof shall survive and Section 11.2 of the Initial Indenture shall survive.

After any such irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Company's obligations under the Notes and the Indenture with respect to the Notes except for those surviving obligations in the immediately preceding paragraph.

SECTION 4.2. Defeasance of Certain Obligations.

The Company may omit to comply with any term, provision or condition set forth in Sections 3.1, 3.2, 3.3 and 3.4 hereof and a breach with respect to Sections 3.1, 3.2, 3.3 or 3.4 shall be deemed not to be an Event of Default, in each case with respect to the outstanding Notes if:

(a) with reference to this Section 4.2, the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee (or another trustee satisfying the

requirements of the Initial Indenture) and conveyed all right, title and interest to the Trustee for the benefit of the Holders of Notes, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of such Holders as security for payment of the principal of and interest, if any, on the Notes, and dedicated solely to, the benefit of such Holders, in and to (A) money in an amount, (B) United States Government Obligations that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (a), money in an amount or (C) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of and interest on the outstanding Notes on the Stated Maturity of such principal or interest; *provided*, that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such United States Government Obligations to the payment of such principal and interest with respect to the Notes;

(b) the Company has delivered to the Trustee an Opinion of Counsel to the effect that the Holders of Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit and defeasance of such covenants and Events of Default and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(c) immediately after giving effect to such deposit on a pro forma basis, no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, insofar as Sections 5.1(f) and 5.1(g) are concerned, at any time during the period ending on the 91st day after such date of such deposit;

(d) if the Notes are then listed on a national securities exchange, the Company has delivered to the Trustee an Opinion of Counsel to the effect that the Notes will not be delisted as a result of such deposit, defeasance and discharge; and

(e) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 4.2 have been complied with.

SECTION 4.3. Application of Trust Money.

Subject to Section 4.5, the Trustee or Paying Agent shall hold in trust money or United States Government Obligations deposited with it pursuant to Section 4.1 or 4.2, as the case may be, and shall apply the deposited money and the proceeds from United States Government Obligations in accordance with the Notes and this Supplemental Indenture to the payment of principal of and interest on the Notes; but such money need not be segregated from other funds except to the extent required by law.

SECTION 4.4. Repayment to Company.

Subject to Sections 4.1 and 4.2, the Trustee and the Paying Agent shall promptly pay to the Company upon request set forth in an Officers' Certificate any excess money held by them at any time and thereupon shall be relieved from all liability with respect to such money. The Trustee and the Paying Agent shall pay to the Company upon request any money held by them with respect to the Notes for the payment of principal or interest that remains unclaimed for two years; *provided*, that the Trustee or Paying Agent before being required to make any payment may cause to be published at the expense of the Company once in a newspaper of general circulation in the City of New York or mail to each Holder of Notes entitled to such money at such Holder's address notice that such money remains unclaimed and that after a date specified therein (which shall be at least 30 days from the date of such publication or mailing) any unclaimed balance of such money then remaining will be repaid to the Company. After payment to the Company, Holders of Notes entitled to such money must look to the Company or the Guarantors, as the case may be, for payment as general creditors unless an applicable law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

SECTION 4.5. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or United States Government Obligations in accordance with Section 4.1 or 4.2, as the case may be, by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under the Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 4.1 or 4.2, as the case may be, until such time as the Trustee or Paying Agent is permitted to apply all such money or United States Government Obligations in accordance with Section 4.1 or 4.2, as the case may be; *provided*, that, if the Company has made any payment of principal of or interest on any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of Notes to receive such payment from the money or United States Government Obligations held by the Trustee or Paying Agent.

ARTICLE FIVE
REMEDIES

The following provisions of this Article Five apply to the Notes (but not with respect to any other series of Debt Securities) and shall replace in its entirety Section 7.1 of the Initial Indenture.

SECTION 5.1. Events of Default.

Whenever used herein or in the Initial Indenture, an "*Event of Default*" means any one of the following events:

(a) there shall be a default in the payment of the principal of (or premium, if any, on) any Note at its Maturity (upon acceleration, optional redemption or otherwise);

(b) there shall be a default in the payment of any interest on any Note when it becomes due and payable, and such default shall continue for a period of 30 days;

(c) there shall be a default in the performance, or breach, of any covenant or agreement of the Company or any Guarantor contained in the Notes or in the Indenture, and continuance of such default or breach for a period of 90 days after the date on which written notice specifying such default or breach and requiring the Company or such Guarantor to remedy the same and stating that such notice is a "*Notice of Default*" hereunder shall have been given to the Company or such Guarantor, as the case may be, by the Trustee, or to the Company or such Guarantor, as the case may be, and the Trustee by the Holders of at least 25% in principal amount of the then outstanding Notes *provided* that, notwithstanding the foregoing, in no event shall an Event of Default with respect to any failure by the Company to comply with Section 4.5 of the Initial Indenture or any failure by the Company to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act be deemed to have occurred unless (x) the report, document, or other information required pursuant to such sections is past due under the Initial Indenture by at least 180 days and (y) such failure to comply has not been cured or waived prior to the 90th day after written notice to the Company by the Trustee or to the Company and the Trustee from the Holders of not less than 25% of the aggregate principal amount of the then outstanding Notes;

(d) the failure by the Company to make any payment, on or before the end of the applicable grace period, after the maturity of any indebtedness of the Company with an aggregate principal amount then outstanding in excess of $100.0 million or the acceleration of indebtedness of the Company with an aggregate principal amount then outstanding in excess of $100.0 million as a result of a default with respect to such indebtedness, and such indebtedness, in either case, is not discharged or such acceleration shall not have been cured, waived, rescinded or annulled within a period of 30 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes, a written notice specifying such failure to pay or acceleration and requiring the Company to cause such acceleration to be cured, waived, rescinded or annulled or to cause such indebtedness to be discharged and stating that such notice is a "*Notice of Default*" hereunder;

(e) any Guarantee of a Guarantor that is a Significant Subsidiary of the Company shall for any reason cease to be, or be asserted in writing by any Guarantor or the Company not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated by the Indenture;

(f) there shall have been the entry by a court of competent jurisdiction of (i) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or (ii) a decree or order adjudging the Company bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of

the Company or of any substantial part of their respective Properties, or ordering the winding up or liquidation of their affairs, and any such decree or order for relief shall continue to be in effect, or any such other decree or order shall be unstayed and in effect, for a period of 60 consecutive days; or

(g) (i) the Company commences a voluntary case or proceeding under any applicable Bankruptcy Law or any other case or proceeding to be adjudicated bankrupt or insolvent, (ii) the Company consents to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against it, (iii) the Company files a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, (iv) the Company (1) consents to the filing of such petition or the appointment of, or taking possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its Properties, or (2) makes an assignment for the benefit of creditors.

The Company shall deliver to the Trustee within five days after the occurrence thereof, written notice, in the form of an Officers' Certificate, of any Default, its status and what action the Company is taking or proposes to take with respect thereto.

SECTION 5.2. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default shall occur and be continuing, the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding may, and the Trustee at the request of the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding shall, declare all unpaid principal of, premium, if any, and accrued interest on all the Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders of the Notes). Thereupon such principal shall become immediately due and payable, and the Trustee may, at its discretion, proceed to protect and enforce the rights of the holders of Notes by appropriate judicial proceeding.

At any time after such declaration of acceleration has been made but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in aggregate principal amount of the Notes outstanding, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if:

(a) the Company has paid or deposited with the Trustee a sum sufficient to pay

(i) all sums paid or advanced by the Trustee under Section 11.2 of the Initial Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel,

(ii) to the extent payment of such interest is lawful, if interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, and

(iii) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Notes;

(b) all Events of Default, other than the non-payment of principal of the Notes which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 7.5 of the Initial Indenture; and

(c) the rescission will not conflict with any judgment or decree.

No such rescission shall affect any subsequent Default or impair any right consequent thereon.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

SECTION 6.1. Ratification of Indenture.

Except as expressly modified or amended hereby with respect to the Notes, the Initial Indenture continues in full force and effect and is in all respects confirmed and preserved.

SECTION 6.2. Governing Law.

This Supplemental Indenture, the Notes and the Guarantees will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of law principles thereof. This Supplemental Indenture is subject to the provisions of the Trust Indenture Act and shall, to the extent applicable, be governed by such provisions.

SECTION 6.3. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE SEVEN
GUARANTEES

Each of the Guarantors hereby jointly and severally guarantees the Notes on a senior unsecured basis on the terms set forth in Article Fourteen of the Initial Indenture.

ARTICLE EIGHT
SUPPLEMENTAL INDENTURES

The following provisions of this Article Eight apply to the Notes (but not with respect to any other series of Debt Securities) and shall replace in their entirety Sections 12.1 and 12.2 of the Initial Indenture. To the extent this Article Eight is inconsistent with or conflicts with any provisions of Article Twelve in the Initial Indenture the provisions of this Article Eight shall govern.

SECTION 8.1. Supplemental Indentures and Agreements Without Consent of Holders.

Without the consent of any Holders, the Company and the Guarantors, if any, when authorized by a Certified Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto or agreements or other instruments with respect to any Guarantee, in form and substance satisfactory to the Trustee, for any of the following purposes:

(a) to evidence the succession of another Person to the Company, any Guarantor or any other obligor upon the Notes, and the assumption by any such successor of the covenants of the Company or such Guarantor or obligor herein and in the Notes and in any Guarantee;

(b) to add to the covenants of the Company, any Guarantor or any other obligor upon the Notes for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company, any Guarantor or any other obligor upon the Notes, as applicable, herein, in the Notes or in any Guarantee;

(c) to cure any ambiguity, to cure or correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, in the Notes or in any Guarantee, or to make any change to any other provisions of this Supplemental Indenture, the Indenture, the Notes or any Guarantee to the extent such change shall not adversely affect the interests of the Holders in any material respect;

(d) to comply with the requirements of the Commission in order to effect or maintain the qualification of this Supplemental Indenture and the Initial Indenture under the Trust Indenture Act, as contemplated by Section 12.4 of the Initial Indenture or otherwise;

(e) to evidence and provide the acceptance of the appointment of a successor trustee hereunder;

(f) to mortgage, pledge, hypothecate or grant a security interest in favor of the Trustee for the benefit of the Holders as security for the payment and performance of the Indenture Obligations, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to the Trustee pursuant to this Supplemental Indenture, the Initial Indenture or otherwise;

(g) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article Ten of the Initial Indenture;

(h) to add a Guarantor or to release a Guarantor in accordance with the terms of the Indenture; or

(i) to add to or change any of the provisions of this Indenture as contemplated in Section 11.7(b) of the Initial Indenture;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental indenture which may be in effect from time to time. Nothing in this Section 8.1 shall affect or limit the right or obligation of the Company to execute and deliver to the Trustee any instrument of further assurance or other instrument which elsewhere in the Indenture it is provided shall be delivered to the Trustee.

The Trustee shall join with the Company in the execution of any such supplemental indenture, make any further appropriate agreements and stipulations which may be therein contained and accept the conveyance, transfer, assignment, mortgage or pledge of any Property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under this Supplemental Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 8.1 may be executed by the Company, the Guarantors and the Trustee without the consent of the holders of any of the Notes at the time Outstanding, notwithstanding any of the provisions of Section 8.2. The Trustee may rely on an Opinion of Counsel as conclusive evidence that the execution of any amendment or supplemental indenture has been effected in compliance with this Section 8.1.

SECTION 8.2. Supplemental Indentures and Agreements with Consent of Holders.

With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes, by act of said Holders delivered to the Company, each Guarantor, if any, and the Trustee, the Company and each Guarantor (if a party thereto) when authorized by a Certified Resolution, and the Trustee, may enter into an indenture or indentures supplemental hereto or agreements or other instruments with respect to any Guarantee in form and substance satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Supplemental Indenture or the Initial Indenture or of modifying in any manner the rights of the Holders under this Supplemental Indenture, the Initial Indenture, the Notes or any Guarantee; *provided*, *however*, that no such supplemental indenture, agreement or instrument shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) extend the Stated Maturity of the principal of, or any installment of interest on, any Note, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which the principal of any Note or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the redemption date thereof);

(b) following the occurrence of a Change of Control, amend, change or modify the obligation of the Company to make and consummate a Change of Control Offer in

the event of a Change of Control in accordance with Section 3.2, including amending, changing or modifying any definitions with respect thereto;

(c) reduce the percentage in principal amount of the Outstanding Notes, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver of compliance with certain provisions of this Supplemental Indenture or the Initial Indenture or certain defaults hereunder and their consequences provided for in this Supplemental Indenture or the Initial Indenture or with respect to any Guarantee;

(d) modify any of the provisions of this Section 8.2, Section 3.5 of this Supplemental Indenture, or Section 7.5 of the Initial Indenture, except to increase any such percentage or to provide that certain other provisions of this Supplemental Indenture or the Initial Indenture cannot be modified or waived without the consent of the Holder of each Note affected thereby; or

(e) except as otherwise permitted under Article Ten of the Initial Indenture, consent to the assignment or transfer by the Company of any of its rights and obligations under this Supplemental Indenture or the Initial Indenture.

Upon the written request of the Company and each Guarantor, if any, accompanied by a copy of a Certified Resolution authorizing the execution of any such supplemental indenture or Guarantee, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid, the Trustee shall join with the Company and each Guarantor in the execution of such supplemental indenture or Guarantee.

It shall not be necessary for any act of Holders under this Section 8.2 to approve the particular form of any proposed supplemental indenture or Guarantee or agreement or instrument relating to any Guarantee, but it shall be sufficient if such act shall approve the substance thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by their respective officers hereunto duly authorized, all as of the day and year first written above.

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein
Name: David E. Klein
Title: Senior Vice President and Treasurer

GUARANTORS

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S.
OPERATIONS, INC.
CONSTELLATION LEASING, LLC CONSTELLATION
TRADING
COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD. CONSTELLATION SERVICES
LLC

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Treasurer

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Trustee

By: /s/ Aaron G. McManus
Name: Aaron G. McManus
Title: Vice President

{Face of Note}

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTIONS 2.6 AND 2.13 OF THE INITIAL INDENTURE AND SECTION 2.8 OF THE SUPPLEMENTAL INDENTURE.[1]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY SUCH CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.[2]

[1] Include this legend on any Global Security.

[2] Include this legend on any Global Security issued to Cede & Co. as nominee of The Depository Trust Company.

CONSTELLATION BRANDS, INC.

4.625% SENIOR NOTE DUE 2023

CUSIP NO. [ ]

No. [ ] $[ ]

CONSTELLATION BRANDS, INC., a Delaware corporation (herein called the "*Company*," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of [ ] United States Dollars on March 1, 2023, at the office or agency of the Company referred to below, and to pay interest thereon from August 14, 2012, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 1 and September 1 of each year, commencing March 1, 2013 at the rate of 4.625% per annum, in United States Dollars, until the principal hereof is paid or duly provided for. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid, or duly provided for, and interest on such defaulted interest at the interest rate borne by the Notes, to the extent lawful, shall forthwith cease to be payable to the Holder on such regular record date, and may be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than 15 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of, premium, if any, and interest on this Note will be made at the office or agency of the Company maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that payment of interest may be made at the option of the Company, (i) in the case of a Global Security, by wire or book entry transfer to the Depository Trust Company or its nominee, or (ii) in all other cases, by check mailed to the address of the Person entitled thereto as such address shall appear on the security register.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

This Note is entitled to the benefits of Guarantees by each of the Guarantors of the punctual payment when due of the Indenture Obligations made in favor of the Trustee for the benefit of the Holders. Reference is hereby made to Article Seven of the Supplemental Indenture and Article Fourteen of the Initial Indenture for a statement of the respective rights, limitations of rights, duties and obligations under the Guarantees of each of the Guarantors.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof or by the authenticating agent appointed as provided in the Initial Indenture by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the manual or facsimile signature of its authorized officer.

Dated:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 4.625% Senior Notes due 2023 referred to in the within-mentioned Indenture.

As Trustee, MANUFACTURERS AND
TRADERS TRUST COMPANY

By: _____
Name:
Title:

{Reverse of Note}

CONSTELLATION BRANDS, INC.

4.625% SENIOR NOTE DUE 2023

This Note is one of a duly authorized issue of Notes of the Company designated as its 4.625% Senior Notes due 2023 (herein called the "*Notes*"), issued under an Indenture dated as of April 17, 2012, among the Company, the Guarantors and Manufacturers and Traders Trust Company (the "*Trustee*," which term includes any successor Trustee under the Indenture (as defined)) (the "*Initial Indenture*"), as supplemented by Supplemental Indenture No. 1 dated as of April 17, 2012 (the "*First Supplemental Indenture*") and Supplemental Indenture No. 2 dated as of August 14, 2012 (the "*Supplemental Indenture*" and, together with the Initial Indenture and the First Supplemental Indenture, the "*Indenture*"), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the Guarantors, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness on the Notes or (b) certain restrictive covenants and related Defaults and Events of Default, in each case upon compliance with certain conditions set forth therein.

The Company may redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of such Securities to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of and interest on the Securities to be redeemed (not including any portion of such payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points as determined by the Reference Treasury Dealer, plus, in each case, accrued and unpaid interest on the Securities to the Redemption Date.

Under certain circumstances, the Company may also be required to redeem the Notes in accordance with Section 2.5(b) of the Supplemental Indenture.

Upon the occurrence of a Change of Control, each Holder may require the Company to repurchase all or a portion of such Holder's Notes (equal to $2,000 or an integral multiple of $1,000 in excess thereof), at a purchase price in cash equal to 101% of the principal amount thereof, together with accrued and unpaid interest, if any, to, but excluding, the date of repurchase.

In the case of any redemption or repurchase of Notes in accordance with the Indenture, interest installments whose Stated Maturity is on or prior to the redemption date will be available to the Holders of such Notes of record as of the close of business on the relevant regular record date referred to on the face hereof. Notes (or portions thereof) for whose redemption

and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date of redemption.

In the event of redemption or repurchase of this Note in accordance with the Indenture in part only, a new Note or Notes for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default shall occur and be continuing, the principal amount of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions (including certain amendments permitted without the consent of any Holders) as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Guarantors and the Holders under the Indenture and the Notes and the Guarantees at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all the Notes, to waive compliance by the Company and the Guarantors with certain provisions of the Indenture and the Notes and the Guarantees and their consequences. Any such consent or waiver by or on behalf of the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, any Guarantor or any other obligor on the Notes (in the event such Guarantor or other obligor is obligated to make payments in respect of the Notes), which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

If this Note is in certificated form, then as provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the security register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company maintained for such purpose in the City of New York or at such other office or agency of the Company as may be maintained for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the security registrar designated in accordance with Section 4.2 of the Initial Indenture duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

If this Note is a Global Security, it is exchangeable for a Note in certificated form as provided in the Indenture and in accordance with the rules and procedures of the Trustee and the Depositary. In addition, certificated securities shall be transferred to all beneficial holders in exchange for their beneficial interests in the Global Security if (x) the Depositary notifies the Company that it is unwilling or unable to continue as depository for the Global Security and a

successor depository is not appointed by the Company within 90 days or (y) there shall have occurred and be continuing an Event of Default and any security registrar designated in accordance with Section 4.2 of the Initial Indenture has received a request from the Depositary. Upon any such issuance, the Trustee is required to register such certificated Notes in the name of, and cause the same to be delivered to, such Person or Persons (or the nominee of any thereof).

The Notes in certificated form are issuable only in registered form without coupons in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

No service charge shall be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to and at the time of due presentment of this Note for registration of transfer, the Company, any Guarantor, the Trustee and any agent of the Company, any Guarantor or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note is overdue, and neither the Company, the Trustee nor any agent shall be affected by notice to the contrary.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

All terms used in this Note which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

FORM OF TRANSFER NOTICE

I or we assign and transfer this Note to:

Please insert social security or other identifying number of assignee

Print or type name, address and zip code of assignee and irrevocably appoint_____

(Agent), to transfer this Note on the books of the Company. The Agent may substitute another to act for him.

Dated _____ Signed _____

(Sign exactly as name appears on the other side of this Note)

{Signature must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved guarantee medallion program pursuant to Securities and Exchange Commission Rule 17 Ad-15}

EXHIBIT B

GUARANTEES

For value received, each of the undersigned hereby unconditionally guarantees, jointly and severally, to the holder of this Note the payment of principal of, premium, if any, and interest on this Note upon which these Guarantees are endorsed in the amounts and at the time when due and payable whether by declaration thereof, or otherwise, and interest on the overdue principal and interest, if any, of this Note, if lawful, and the payment or performance of all other obligations of the Company under the Indenture or the Notes, to the holder of this Note and the Trustee, all in accordance with and subject to the terms and limitations of this Note and Article Fourteen of the Initial Indenture. These Guarantees will not become effective until the Trustee duly executes the certificate of authentication on this Note.

Dated: _____

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S.
OPERATIONS, INC.
CONSTELLATION LEASING, LLC CONSTELLATION
TRADING
COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: _____
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: _____
Name: David E. Klein
Title: Vice President and Treasurer

Exhibit 10.1

ESCROW AGREEMENT

This Escrow Agreement, dated as of August 14, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into by and among Constellation Brands, Inc., a Delaware corporation (the "Issuer"), Manufacturers and Traders Trust Company, as trustee under the Indenture defined below (together with its successors in such capacity in accordance with the Indenture, the "Trustee"), Manufacturers and Traders Trust Company, as escrow agent (in such capacity, the "Escrow Agent"), and Manufacturers and Traders Trust Company, as "securities intermediary" as such term is defined in the UCC (as defined herein) (in such capacities as Escrow Agent and securities intermediary, the "Financial Institution").

RECITALS

A. Pursuant to that certain Indenture, dated as of April 17, 2012 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Original Indenture"), among the Issuer, certain subsidiaries of the Issuer parties thereto and the Trustee, as supplemented by Supplemental Indenture No. 1, dated as of April 17, 2012, and Supplemental Indenture No. 2, dated as of August 14, 2012 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, "Supplemental Indenture No. 2" and, together with the Original Indenture, the "Indenture"), among the Issuer, certain subsidiaries of the Issuer parties thereto and the Trustee, the Issuer is issuing $650,000,000 in aggregate principal amount of 4.625% Senior Notes due 2023 (the "Notes"). Capitalized terms used but not defined herein shall have the respective meanings assigned to them in Supplemental Indenture No. 2.

B. The Issuer has agreed, for the benefit of the holders of Notes and the Trustee, that the Initial Deposit (as defined below) will be made on the date of this Agreement and that thereafter the Escrow Property (as defined below) will only be withdrawn as provided in Section 2.3.

In consideration of the promises and agreements of the Issuer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Issuer, the Trustee, the Financial Institution and the Escrow Agent agree as follows:

ARTICLE 1
APPOINTMENT OF ESCROW AGENT

Section 1.1 Appointment of the Escrow Agent. The Issuer hereby designates and appoints the Escrow Agent to act as escrow agent and depositary in accordance with the terms and conditions of this Agreement, and the Escrow Agent hereby accepts such designation and appointment.

ARTICLE 2
ESCROW DEPOSIT

Section 2.1 Receipt of Escrow Property; Grant of Security Interest.

(a) Upon execution hereof, the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, in the Escrow Account (as defined below) $650,000,000 by wire transfer in immediately available funds (the "Initial Deposit"). Upon receipt of the Initial Deposit into the Escrow Account, the Escrow Agent shall give notice of such receipt, in the form attached hereto as Exhibit A, to the Issuer.

(b) The Escrow Agent shall accept the Initial Deposit and shall hold such funds, all investments thereof, any Distributions (as hereinafter defined) and the proceeds of the foregoing in the account referred to in Schedule I attached hereto maintained by the Escrow Agent in the name of the Escrow Agent, acting in such capacity, (such account, the "Escrow Account") for disbursement in accordance with the provisions of Section 2.3, and otherwise to be administered in accordance with the terms of this Agreement. The Escrow Account shall be held as a segregated account, maintained by the Escrow Agent as a "special deposit" account, and shall be properly identified by the Escrow Agent on its books and records as an escrow account held for the benefit of the parties to this Agreement and subject to its terms. Neither the Issuer nor the Trustee shall have any access to the Escrow Account or the Escrow Property, other than the limited contractual right to receive (or, in the case of the Trustee, have the Paying Agent receive) the Escrow Property under the circumstances and to the extent specified in Section 2.3 hereof and the right of the Trustee to give Entitlement Orders (as defined below) in accordance with Sections 2.1(c) and (e) and in connection therewith, the Trustee shall be the entitlement holder with respect to the Escrow Account. The Initial Deposit, the Escrow Account and all funds or securities now or hereafter credited to or deposited in the Escrow Account, all investments of any of the foregoing, plus all interest, dividends and other distributions and payments on any of the foregoing (collectively the "Distributions") received or receivable in respect of any of the foregoing, together with all proceeds of any of the foregoing are collectively referred to herein as "Escrow Property." The Escrow Agent agrees to accept delivery of the Escrow Property and shall hold and safeguard the Escrow Property and shall hold and dispose of the Escrow Property only in accordance with the terms hereof.

(c) It is the intention of the parties hereto that this Escrow Agreement create a true escrow and that the Issuer will have no rights in the Escrow Account or the other Escrow Property other than the right under this Escrow Agreement to receive the Escrow Property under the circumstances specified in Section 2.3(a) or the right to have the Escrow Property paid to the Paying Agent for its account pursuant to Section 2.3(b) or (c). If, notwithstanding the intention of the parties hereto, the Issuer is deemed to have any interest in the Escrow Account or the other Escrow Property, then (i) the Issuer hereby pledges, assigns and grants to the Trustee, for its benefit and the benefit of the holders of the Notes, as security for the due and punctual payment when due of all amounts that may be payable from time to time in respect of the Indenture Obligations (including any interest, fees and expenses that may commence following the commencement of any Insolvency or Liquidation Proceeding, whether or not a claim for such amounts is allowed in any such proceeding) (collectively, the "Secured Obligations"), a continuing security interest in, and a lien on, all of the Issuer's rights, whether now existing or hereafter acquired or arising, to receive the Escrow Property pursuant to this Agreement and in all right, title and interest of the Issuer, whether now existing or hereafter acquired or arising, in the Escrow Account and all Escrow Property and security entitlements in respect of the Escrow Account and all financial assets credited to the Escrow Account from time to time, and (ii) it is intended by the parties that this Agreement shall grant to the Trustee "control" (within the meaning of such term under Section 8-106 and 9-106 of the UCC) over the securities entitlements to the Escrow Account and to all Escrow Property credited to the Escrow Account, as further provided in Section 2.1(e) below.

(d) The parties hereto acknowledge and agree that: (a) the Escrow Account will be treated as a "Securities Account," (b) the Escrow Property (other than the Escrow Account) and other assets credited to the Escrow Account will be treated as "Financial Assets," (c) this Agreement governs the Escrow Account and provides rules governing the priority among possible "Entitlement Orders" received by the Financial Institution from the Trustee and any other persons entitled to give "Entitlement Orders" with respect to such Financial Assets and (d) the "Securities Intermediary's Jurisdiction" is the State of New York. The Financial Institution represents and warrants that it is a "Securities Intermediary" with respect to the Escrow Account and the "Financial Assets" credited to the Escrow Account. Except as specifically provided herein, the terms of the New York Uniform Commercial Code, as amended, or any successor provision (the "UCC"), will apply to this Agreement, and all terms quoted in this clause (d) will have the meanings assigned to them by Article 8 and Article 9 of the UCC.

(e) The Escrow Agent hereby agrees that all property delivered to the Escrow Agent for crediting to the Escrow Account will be promptly credited to the Escrow Account by the Financial Institution. The Financial Institution represents and warrants that it has not entered into, and agrees that it will not enter into, any control agreement or any other agreement relating to the Escrow Account or the other Escrow Property with any other third party without the prior written consent of the Issuer and the Trustee. The parties agree that all financial assets (except cash) credited to the Escrow Account will be registered in the name of the Financial Institution or indorsed to the Financial Institution or in blank and in no case will any financial asset credited to the Escrow Account be registered in the name of the Issuer, payable to the order of the Issuer or specially indorsed to the Issuer unless such financial asset has been further indorsed to the Financial Institution or in blank. Each of the parties hereto acknowledges and agrees that the Escrow Account will be under the control (within the meanings of Sections 8-106 and 9-106 of the UCC) of the Trustee for its benefit as Trustee and the benefit of the holders of the Notes and, notwithstanding any other provision of this Agreement, the Financial Institution will comply with all "entitlement orders" (as defined in Section 8-102 of the UCC and including any instruction by Trustee to liquidate and/or distribute the Escrow Property, collectively, "Entitlement Orders") with respect to the Escrow Account (and all security entitlements in respect of the Escrow Account and all financial assets credited to the Escrow Account from time to time) and all instructions directing disposition of funds in the Escrow Account, in each case originated by the Trustee without further consent of the Issuer or any other person. Without limiting the generality of the foregoing, it is hereby expressly acknowledged that, as between the Issuer and the Trustee, the Trustee agrees that it shall not have the right to exercise any remedies in its capacity as a secured party or deliver any such Entitlement Order or instruction unless and until the Notes have become due and payable pursuant to Section 5.2 of Supplemental Indenture No. 2.

(f) The Issuer agrees to take all steps reasonably necessary in connection with the perfection of the Trustee's security interest in this Agreement and the Escrow Property and the protection of the Escrow Property from claims by third parties and, without limiting the generality of the foregoing, the Issuer hereby agrees to file or to cause to be filed, upon the request by the Trustee, one or more UCC financing statements in such jurisdictions and filing offices and containing such description of collateral as is necessary in order to perfect the security interest granted herein. The Issuer represents and warrants that it is duly formed and validly existing as a corporation under the laws of the state of Delaware and is not organized under the laws of any other jurisdiction, and hereby agrees that, prior to the termination of this Agreement, it will not change its name or jurisdiction of organization without giving the Trustee prior written notice thereof and taking all steps required under the UCC to cause the security interests granted herein to remain perfected.

(g) Upon any release of Escrow Property pursuant to Section 2.3(a) below, the Issuer and the Trustee agree that the Escrow Property shall be held by the Issuer as sub-agent for the Trustee for purposes of perfecting the Trustee's security interest for its benefit and the benefit of the Holders of Notes granted hereunder until such time, if any, as any such Escrow Property is used to consummate an Acquisition or transferred to the Escrow Account. If an Acquisition has not been consummated in accordance with the terms of the Acquisition Agreement (and without any amendment, waiver or modification thereof that is materially adverse to the Holders of the Notes) on or prior to the seventh Business Day following any release pursuant to Section 2.3(a), the Issuer shall transfer all Escrow Property, by wire transfer of immediately available funds, to the Escrow Account on the following Business Day (subject to the Issuer's right to subsequently require a release pursuant to Section 2.3(a)) (which may, subject to compliance with the deadlines set forth in Section 2.3(a), occur on the day the Issuer transfers the Escrow Property back to the Escrow Account); provided, if the Issuer is in the possession of the Escrow Property on December 31, 2013 and an Acquisition has not been consummated on or before December 30, 2013, the Issuer shall transfer all Escrow Property, by wire transfer of immediately available funds, to the Escrow Account on December 31, 2013. Immediately upon consummation of an Acquisition in accordance with the Acquisition Agreement, the security interest of the Trustee for its benefit and the benefit of the holders of the Notes granted herein shall automatically terminate without any further action and, without limiting the generality of the foregoing, the Escrow Property shall be free and clear of any and all liens, claims or encumbrances of the Financial Institution, the Escrow Agent and the Trustee, on behalf of the holders of the Notes.

Section 2.2 Investments.

(a) The Escrow Agent is hereby authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon in any investment set forth in Exhibit D ("Permitted Escrow Investments"). The Escrow Agent shall invest the Escrow Property in Permitted Escrow Investments as directed by Wilmington Trust, National Association (the "Investment Advisor") pursuant to a certain Investment Advisory Agreement by and between the Issuer the Investment Advisor dated as of August 14, 2012 (the "Investment Agreement"). In order to carry out the investment of the Escrow Property, the Investment Advisor will communicate investment instructions directly to the Escrow Agent and the Escrow Agent is hereby authorized and directed to accept investment instructions directly from an authorized representative of the Investment Advisor. If the Issuer gives notice to the Escrow Agent that the Investment Agreement has expired or otherwise terminated, the Escrow Agent shall invest the Escrow Property in Permitted Escrow Investments as may be specified in writing by the Issuer or a successor investment advisor designated by the Issuer, from time to time following the date thereof, in any certificate executed by one of the authorized signatories of the Issuer listed on Exhibit E-1 to this Agreement and delivered by the Issuer to the Escrow Agent and the Trustee. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 2.3 or Section 2.5 of this Agreement. The Financial Institution will credit all such investments to the Escrow Account and hereby agrees to treat any such investment as a "Financial Asset" within the meaning of Section 8-102(a)(9) of the UCC.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to Section 2.2(a). The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Issuer acknowledges that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 2.3 Disbursements. The Escrow Agent is directed to and shall distribute the Escrow Property in the following manner:

(a) If the Escrow Agent shall have received a certificate from the Issuer in the form attached hereto as Exhibit B-1 (the "Consummation Release Certificate"), executed by one of the authorized signatories of the Issuer listed on Exhibit E-1 to this Agreement, then the Escrow Agent shall liquidate, release and deliver all Escrow Property in accordance with the instructions and on the date provided therein (or, if such requested date is not a Business Day, on the following Business Day), which requested disbursement date shall be no later than December 30, 2013 (the "Redemption Deadline") and no earlier than (i) the day on which the Escrow Agent receives the Consummation Release Certificate if the Escrow Agent receives the Consummation Release Certificate before 2:00 p.m. Eastern Time on a Business Day, or (ii) on the next Business Day if the Escrow Agent receives the Consummation Release Certificate after 2:00 p.m. Eastern Time on a Business Day or on a day that is not a Business Day; provided that upon the request of the Issuer delivered simultaneously with the Consummation Release Certificate the Escrow Agent will not liquidate the Escrow Property but instead distribute the Escrow Property to the Issuer in-kind. The Escrow Agent shall confirm in writing to the Issuer and the Trustee that the Escrow Property has been transferred by it to the Issuer in accordance with the Consummation Release Certificate.

(b) If the Escrow Agent shall have received a certificate from the Issuer in the form attached hereto asExhibit C (the "Redemption Release Certificate"), executed by one of the authorized signatories listed on Exhibit E-1 to this Agreement, then the Escrow Agent shall liquidate and transfer to the Paying Agent all Escrow Property in accordance with the instructions and on the date provided therein (or, if such requested date is not a Business Day, on the following Business Day), which requested disbursement date shall be no earlier than (i) the day on which the Escrow Agent receives the Redemption Release Certificate if the Escrow Agent receives the Redemption Release Certificate before 2:00 p.m. Eastern Time on a Business Day, or (ii) on the next Business Day if the Escrow Agent receives the Redemption Release Certificate after 2:00 p.m. Eastern Time on a Business Day or on a day that is not a Business Day. The Escrow Agent shall confirm in writing to the Issuer and the Trustee that the Escrow Property has been released by it in accordance with the Redemption Release Certificate.

(c) If there is any Escrow Property in the Escrow Account on or after December 31, 2013 then, notwithstanding any objection, claim, demand or other notice from the Issuer (each of which are hereby waived by the Issuer) or any other person to the contrary, the Escrow Agent shall liquidate and transfer to the Paying Agent all Escrow Property on December 31, 2013 or, if Escrow Property is deposited to the Escrow Account after December 30, 2013, on the Business Day following the day of such deposit. The Escrow Agent shall confirm in writing to the Trustee and the Issuer that the Escrow Property has been released by it in accordance with this Section 2.3(c).

Section 2.4 Income Tax Allocation and Reporting.

(a) The Issuer agrees that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by the Issuer, whether or not such income was disbursed during such calendar year.

(b) Prior to closing, the Issuer shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Issuer understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Issuer shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 2.4(c) is in addition to the indemnification provided in Section 4.1 and shall survive the resignation of the Escrow Agent and the termination of this Agreement. For the avoidance of doubt, the terms of this Section 2.4(c) are not intended, and shall not be construed, to apply to any income tax liability of the Escrow Agent arising from its receipt of compensation hereunder.

Section 2.5 Termination. Upon (i) the disbursement of all of the Escrow Property in accordance with Section 2.3(a), (b) or (c) and (ii) solely in the case of a disbursement pursuant to Section 2.3(a), the delivery to the Escrow Agent by the Issuer of a certificate in the form of Exhibit B-2, executed by one of the authorized signatories of the Issuer listed on Exhibit E-1 to this Agreement, this Agreement shall terminate and be of no further force and effect except that the provisions of Sections 2.4(c), 4.1, 4.2, 5.4 and 5.5 hereof shall survive termination. Upon termination of this Agreement, all security interest of the Trustee for the benefit of the holders of the Notes granted pursuant to, and described in, Section 2.1 of this Agreement shall automatically terminate without any further action. Upon any such termination pursuant to this Section 2.5, the Trustee hereby authorizes the Issuer to take all steps reasonably necessary to terminate any financing statements that have not been terminated pursuant to Section 2.1 hereof and the Trustee shall execute such other documents without recourse, representation or warranty of any kind as the Issuer may reasonably request in writing to evidence or confirm the termination of such security interest.

ARTICLE 3
DUTIES OF THE ESCROW AGENT

Section 3.1 Scope of Responsibility. Notwithstanding any provision to the contrary or references to other documents or agreements contained herein, the Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the Issuer or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of the Issuer to perform in accordance with this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the Issuer and the Trustee, and the Escrow Agent has no duties or obligations with respect thereto. In the event that any of the terms and provisions

of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or any other agreement.

Section 3.2 Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent so long as any action taken or omitted to be taken based on such advice does not constitute gross negligence or willful misconduct. The Escrow Agent shall be reimbursed as set forth in Section 4.1 for any and all reasonable compensation (reasonable fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 3.3 Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in good faith and in accordance with the direction or consent of the Issuer pursuant to Sections 2.2, 2.3(a) and 2.3(b) or in accordance with the direction of the Trustee pursuant to Section 2.3(c) so long as any action taken or omitted to be taken based on such advice does not constitute gross negligence or willful misconduct. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document reasonably believed by it, acting in good faith, to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Agreement, (x) the Issuer shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit E-1 to this Agreement and (y) the Trustee shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit E-2 to this Agreement.

Section 3.4 Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties.

Section 3.5 No Financial Obligation. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

Section 3.6 No Other Rights In the Escrow Account. The Escrow Agent and Financial Institution each expressly agree that they shall not have, and hereby expressly waive, any rights or interests in or to or against the Escrow Account or the Escrow Property, except as and to the extent expressly set forth in this Agreement.

ARTICLE 4
PROVISIONS CONCERNING THE ESCROW AGENT AND THE TRUSTEE

Section 4.1 Indemnification. The Issuer shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other reasonable professional fees and expenses which the Escrow Agent and its directors, officers, employees and agents (collectively, the "Indemnified Parties") may suffer or incur by reason of any action, claim or proceeding brought against any of the Indemnified Parties, arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct, bad faith or gross negligence of any Indemnified Party or a breach of the contractual terms of this Agreement. The provisions of this Section 4.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

Section 4.2 Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY OR A BREACH OF THE CONTRACTUAL TERMS OF THIS AGREEMENT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 4.3 Resignation. The Escrow Agent may resign at any time by furnishing written notice of its resignation to the Issuer and the Trustee. Such resignation shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor as set forth below, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property in accordance with the terms of this Agreement and to deliver the same to a successor escrow agent as shall be appointed by the Issuer, as evidenced by written notice filed with the Escrow Agent or in accordance with a court order. The Issuer agrees that such successor shall be a Person that would have been qualified to be a successor Trustee in accordance with

the terms of the Indenture. If the Issuer has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Issuer.

Section 4.4 Compensation. The Escrow Agent shall be entitled to compensation for its services as separately agreed to by the Issuer and the Escrow Agent, which compensation shall be paid by the Issuer. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 4.5 Disagreements. The Escrow Agent shall not be required to make any disbursement under Section 2.3 of this Agreement or otherwise to act on any request or instruction provided to it under this Agreement (i) if, in the Escrow Agent's reasonable opinion, it does not comply with the requirements of this Agreement; or (ii) in the event of a material disagreement between the Issuer and the Trustee resulting in conflicting claims or demands being made in connection with the Escrow Property that, in the Escrow Agent's reasonable judgment, subjects it to risk of liability. If the Escrow Agent refuses to make any disbursement or otherwise to act on any request or instruction provided to it under this Agreement, it must, promptly, notify the Issuer and the Trustee in writing of the decision not to act and thereafter it shall liquidate, release and deliver the Escrow Property in accordance with the instructions to be provided in writing and executed by (i) one of the authorized signatories listed on Exhibit E-1 to this Agreement and (ii) one of the authorized signatories listed on Exhibit E-2 to this Agreement, or in accordance with a court order.

Section 4.6 Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act; provided that prompt written notice thereof shall be delivered by the Escrow Agent to the Issuer and the Trustee.

Section 4.7 Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent (a) shall promptly notify each of the Issuer and the Trustee, and (b) is hereby expressly authorized, in its reasonable judgment, based upon advice of counsel, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued as advised by counsel is binding upon it, whether with or without jurisdiction, provided, however, that the Issuer and the Trustee shall first have been given notice by the Escrow Agent prior to taking such action, in order that the Issuer and Trustee may have a reasonable opportunity to appear and be heard in such matter. In the event that the Escrow Agent obeys or complies with any such writ, order or decree as provided in this Section 4.7 it shall not be liable to the Issuer or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 4.8 Force Majeure. In no event shall the Escrow Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Escrow Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 4.9 Concerning the Trustee. This Agreement has been accepted, executed and delivered by the Trustee in its capacity as Trustee under and pursuant to the terms of the Indenture. The Trustee shall be entitled to all rights, privileges, immunities and protections set forth in the Indenture in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Issuer, the Trustee, on behalf of the holders of the Notes, and the Financial Institution and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of the Issuer shall be binding unless and until written notice of such assignment shall be delivered to the Escrow Agent and the Trustee and shall require the prior written consent of the Escrow Agent and the Trustee (such consent not to be unreasonably withheld).

Section 5.2 Escheat. The Issuer is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Issuer, its respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 5.3 Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid or (v) by email. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Issuer to notify the Escrow Agent in writing of any name or address changes. Any notice given shall be deemed to have been given on the date received by the party to this Agreement to whom such notice is given irrespective of when copies of such notice are received by the other persons entitled to receive copies of such notice so long as such copies are sent to such other persons at the same time and in the same manner as such notice is sent to the party to this Agreement.

If to the Issuer:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: David E. Klein
Telephone: (585) 678-7444
Facsimile: (585) 678-7108
email: david.kein@cbrands.com

With a copy to:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: General Counsel
Telephone: (585) 678-7266
Facsimile: (585) 678-7118
email: tom.mullin@cbrands.com

and:

Nixon Peabody LLP
1300 Clinton Square
Rochester, NY 14604
Attn: Roger W. Byrd
Telephone: (585) 263-1687
Facsimile: (866) 666-0233
email: rbyrd@nixonpeabody.com

If the Trustee:

Manufacturers and Traders Trust Company
One M&T Plaza, 7th Floor
Buffalo, New York 14203
Attn: Corporate Trust Department
Telephone: (716) 842-4494
Facsimile: (716) 842-5905

If to the Escrow Agent or Financial Institution:

Manufacturers and Traders Trust Company
One M&T Plaza, 7th Floor
Buffalo, New York 14203
Attn: Aaron G. McManus
Telephone: (716) 842-4494
Facsimile: (716) 842-5905
email: amcmanus@mtb.com

Section 5.4 Governing Law; Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof. The Financial Institution's jurisdiction for purposes of Sections 8-110 and 9-304 of the UCC shall be the State of New York.

Section 5.5 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE ISSUER, THE ESCROW AGENT OR ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 5.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 5.7 Amendment. This Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Issuer, the Trustee and the Escrow Agent.

Section 5.8 Severability. If any provision of this Agreement, including any phrase, sentence, clause, section or subsection, is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 5.9 Waivers. The failure of any party to this Agreement at any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

Section 5.10 Headings. Section headings of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

Section 5.11 Counterparts. This Agreement may be executed in one or more counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein
Name: David E. Klein
Title: Senior Vice President and Treasurer

MANUFACTURERS AND TRADERS TRUST COMPANY, as Trustee

By: /s/ Aaron G. McManus
Name: Aaron G. McManus
Title: Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY, as Escrow Agent and Financial Institution

By: /s/ Aaron G. McManus
Name: Aaron G. McManus
Title: Vice President

EXHIBIT A

MANUFACTURERS AND TRADERS TRUST COMPANY
One M&T Plaza, 7th Floor
Buffalo, New York 14203

August 14, 2012

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: David E. Klein

Re: Receipt of Escrow Amount

Ladies and Gentlemen:

Manufacturers and Traders Trust Company, as escrow agent (the "Escrow Agent"), under the Escrow Agreement, dated August 14, 2012 (the "Agreement"), among Constellation Brands, Inc. (the "Issuer"), Manufacturers and Traders Trust Company, as trustee, the Escrow Agent, and Manufacturers and Traders Trust Company, as securities intermediary, hereby acknowledges receipt pursuant to Section 2.1(a) of the Agreement of the Initial Deposit as defined in Section 2.1(a) of the Agreement.

MANUFACTURERS AND TRADERS TRUST COMPANY, as Escrow Agent

By: _____
Name:
Title:

EXHIBIT B-1

ANTICIPATED CONSUMMATION RELEASE CERTIFICATE

Reference is made to the Escrow Agreement, dated August 14, 2012 (as currently in effect, the "Escrow Agreement"), by and among Constellation Brands, Inc. (the "Issuer"), Manufacturers and Traders Trust Company, as trustee under the Indenture (the "Trustee"), Manufacturers and Traders Trust Company, as escrow agent ("Escrow Agent"), and Manufacturers and Traders Trust Company as securities intermediary. Capitalized terms used but not defined herein have the meanings assigned to them in the Escrow Agreement (including by reference to Supplemental Indenture No. 2).

The undersigned _____, in his or her capacity as _____ of the Issuer, does hereby certify and agree on behalf of the Issuer that:

(1) the Issuer expects an Acquisition to occur in accordance with the terms of the Acquisition Agreement (and without any amendment, waiver or modification thereof that is materially adverse to the Holders of the Notes) within five Business Days following the date hereof and the Issuer has received or waived the GM Transaction Closing Notice (as defined in the Acquisition Agreement); and

(2) if an Acquisition has not been consummated in accordance with the terms of the Acquisition Agreement (and without any amendment, waiver or modification thereof that is materially adverse to the Holders of the Notes) on or prior to the seventh Business Day following any release in accordance with this Anticipated Consummation Release Certificate, the Issuer shall transfer all Escrow Property, by wire transfer of immediately available funds, to the Escrow Account on the following Business Day (subject to the Issuer's right to subsequently require a release pursuant to Section 2.3(a) of the Escrow Agreement) (which may, subject to compliance with the deadlines set forth in Section 2.3(a) of the Escrow Agreement, occur on the day the Issuer transfers the Escrow Property back to the Escrow Account); provided, if the Issuer is in the possession of the Escrow Property on December 31, 2013 and an Acquisition has not been consummated on or before December 30, 2013, the Issuer shall transfer the Escrow Property to the Escrow Account on December 31, 2013.

Pursuant to the Escrow Agreement, the Issuer hereby authorizes and directs release by the Escrow Agent of the Escrow Property as follows on _____, 201[2/3]:

Payee(s)	Wire Instructions	Amount

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

EXHIBIT B-2

CONSUMMATION CERTIFICATE

Reference is made to the Escrow Agreement, dated August 14, 2012 (as currently in effect, the "Escrow Agreement"), by and among Constellation Brands, Inc. (the "Issuer"), Manufacturers and Traders Trust Company, as trustee under the Indenture (the "Trustee"), Manufacturers and Traders Trust Company, as escrow agent ("Escrow Agent"), and Manufacturers and Traders Trust Company, as securities intermediary. Capitalized terms used but not defined herein have the meanings assigned to them in the Escrow Agreement (including by reference to Supplemental Indenture No. 2).

The undersigned _____, in his or her capacity as _____ of the Issuer, does hereby certify and agree on behalf of the Issuer that an Acquisition has been consummated in accordance with the terms of the Acquisition Agreement (and without any amendment, waiver or modification thereof that is materially adverse to the Holders of the Notes).

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

EXHIBIT C

REDEMPTION RELEASE CERTIFICATE

Reference is made to the Escrow Agreement, dated August 14, 2012 (as currently in effect, the "Escrow Agreement"), by and among Constellation Brands, Inc. (the "Issuer"), Manufacturers and Traders Trust Company, as trustee under the Indenture (the "Trustee"), Manufacturers and Traders Trust Company, as escrow agent ("Escrow Agent"), and Manufacturers and Traders Trust Company, as securities intermediary. Capitalized terms used but not defined herein have the meanings assigned to them in the Escrow Agreement (including by reference to Supplemental Indenture No. 2).

Pursuant to the Escrow Agreement, the Issuer hereby authorizes and directs release by the Escrow Agent of all of the Escrow Property to the Paying Agent as follows on _____, 201[2/3]:

Payee:	**Wire Instructions:**

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

EXHIBIT D

PERMITTED ESCROW INVESTMENTS

(a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency or instrumentality thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within one year from the date of acquisition thereof and having, at such date of acquisition, a credit rating of at least "A-1" from Standard & Poor's Ratings Services, a division of The McGraw- Hill Companies, Inc., and any successor thereto ("S&P") or "P-1" from Moody's Investors Service, Inc. and any successor thereto ("Moody's");

(c) marketable short-term money market and similar securities having a rating of at least "A-2" from S&P's or "P-2" from Moody's (or, if at the time neither S&P's or Moody's shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within one year from the date of acquisition thereof;

(d) investments in certificates of deposit, bankers' acceptances, time deposits and eurodollar time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any office of any commercial bank organized under the laws of the United States of America or any state thereof which has a combined capital and surplus and undivided profits of not less than U.S. $500,000,000;

(e) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) of this Exhibit D and entered into with a financial institution satisfying the criteria described in clause (d) of this Exhibit D;

(f) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended, and (ii) substantially all of whose assets are invested in the types of assets described in clauses (a) through (e) of this Exhibit D;

(g) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an "A" rating from either S&P's or Moody's with maturities of one year or less from the date of acquisition; and

(h) Investments (as defined in the Senior Credit Facility) with weighted average life to maturities of one year or less from the date of acquisition in money market funds rated "A" (or the equivalent thereof) or better by S&P's or "A" (or the equivalent thereof) or better by Moody's and in each case in U.S. dollars.

EXHIBIT E-1

CERTIFICATE AS TO AUTHORIZED SIGNATURES OF THE ISSUER

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Constellation Brands, Inc. and are authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit E-1 is attached, on behalf of Constellation Brands, Inc.

Name/Title	**Specimen Signature**
David E. Klein Name	/s/ David E. Klein Signature
Senior Vice President and Treasurer Title	
Oksana S. Dominach Name	/s/ Oksana S. Dominach Signature
Vice President and Assistant Treasurer Title	
Perry R. Humphrey Name	/s/ Perry R. Humphrey Signature
Senior Vice President, Tax Title	
David S. Sorce Name	/s/ David S. Sorce Signature
Senior Vice President, Corporate Counsel and Secretary Title	
David M. Thomas Name	/s/ David M. Thomas Signature
Senior Vice President, Finance and Controller Title	

EXHIBIT E-2

CERTIFICATE AS TO AUTHORIZED SIGNATURES OF THE TRUSTEE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Trustee and are authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit E-2 is attached, on behalf of the Trustee.

Name/Title	**Specimen Signature**
Aaron G. McManus Name	/s/ Aaron G. McManus Signature
Vice President Title	
Michelle M. Wojciechowicz Name	/s/ Michelle M. Wojciechowicz Signature
Vice President Title	
Steven J. Wattie Name	/s/ Steven J. Wattie Signature
Vice President Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

SCHEDULE I

ESCROW ACCOUNT

Manufacturers and Traders Trust Company
MFRS BUF
ABA #022000046
A/C 3088001950200
A/C Name: Trust Division
f/f/c: 1035130 - Constellation Brands
Attn: Aaron McManus

NEWS RELEASE
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CONTACTS

Media
Angela Howland Blackwell: 585-678-7141
Cheryl Gossin: 585-678-7191

Investor Relations
Patty Yahn-Urlaub: 585-678-7483
Bob Czudak: 585-678-7170

Constellation Brands Completes
Debt Offering

VICTOR, N.Y., August 14, 2012 – Constellation Brands, Inc. (NYSE: STZ), the world's leading premium wine company, announced today that it has completed the sale of $650 million aggregate principal amount of 4.625% Senior Notes due March 2023. The notes are senior obligations that rank equally with the company's other senior unsecured indebtedness (except as described below). The notes are and will be guaranteed by the subsidiaries that are guarantors under the company's senior credit facility.

The company expects to use the approximately $641 million in net proceeds (after estimated expenses of the offering and underwriter discounts) from the sale of the notes, together with additional term loan and revolver borrowings under the senior credit facility and available cash, to finance the company's pending acquisition of the 50% interest in Crown Imports LLC not already owned by the company. Crown Imports has the exclusive right to import, market and sell Grupo Modelo's Mexican beer portfolio in the United States. The company's acquisition of the 50% interest in Crown Imports is conditioned on the closing of the pending acquisition of Grupo Modelo S.A.B. de C.V. by Anheuser-Busch InBev SA/NV, which is expected to be completed in the first quarter of calendar 2013. If the acquisition of the Crown Imports interest does not close for any reason by December 30, 2013, all of the notes will be redeemed at a price equal to 100% of their principal amount, together with accrued and unpaid interest to the date of redemption. The principal amount of the notes will be held in escrow and pledged to secure the notes until used towards paying the purchase price of the acquisition.

In addition, the company also has closed on an amendment to its 2012 credit agreement, which provides for a $575 million delayed draw term loan, which will be available to finance a portion of the purchase price of the acquisition.

This news release is neither an offer to sell nor a solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The offering was made only by means of a prospectus supplement and the accompanying prospectus. Copies may be obtained from Merrill Lynch, Pierce, Fenner & Smith Incorporated, Prospectus Department, 100 West 33rd Street, 3rd Floor, New York, NY 10001, toll-free at 1-800-294-1322. Alternatively, the prospectus and prospectus supplement may be obtained by visiting EDGAR on the SEC website at http://www.sec.gov.

About Constellation Brands, Inc.

Constellation Brands is the world's leading premium wine company, with a broad portfolio of premium products across the wine, beer and spirits categories. Constellation Brands' brand portfolio includes Robert Mondavi, Clos du Bois, Kim Crawford, Inniskillin, Franciscan Estate, Mark West, Ruffino, Simi, Estancia, Corona Extra, Black Velvet Canadian Whisky and SVEDKA Vodka.

Forward-Looking Statements

This news release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Statements which are not historical facts and relate to future plans, events or performance are forward-looking statements that are based upon management's current expectations and are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by the forward-looking statements. There can be no assurance that the transaction between Constellation Brands and Anheuser-Busch InBev SA/NV regarding the purchase by Constellation Brands of the 50% interest in Crown Imports LLC which Constellation Brands does not already own will occur or will occur on the timetable contemplated hereby. The availability of financing under the Company's senior credit facility is subject to satisfaction of the terms and conditions contained within the associated documents. All forward-looking statements speak only as of the date of this news release. Constellation Brands undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

In addition to risks associated with ordinary business operations, the forward-looking statements contained in this news release are subject to other risks and uncertainties, including completion of the transaction between Constellation Brands and Anheuser-Busch InBev SA/NV and the availability of financing under the expected terms. Detailed information regarding the risk factors with respect to the Company and the offering are included with Constellation Brands, Inc.'s filings with the Securities and Exchange Commission, including the prospectus and prospectus supplement for the offering and the Company's Annual Report on Form 10-K for the fiscal year ended Feb. 29, 2012, as supplemented by the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2012.

# # #