

**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) June 7, 2013

CONSTELLATION BRANDS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-08495
(Commission
File Number)

16-0716709
(IRS Employer
Identification No.)

207 High Point Drive, Building 100, Victor, NY 14564
(Address of Principal Executive Offices) (Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.**Completion of Beer Business Acquisitions**

On June 7, 2013 (the “Closing Date”), Constellation Brands, Inc. (“Constellation”) completed the acquisition transactions contemplated in (i) the Amended and Restated Membership Interest Purchase Agreement, as amended April 19, 2013 (the “Crown Purchase Agreement”) by and among Constellation, Constellation Beers Ltd. (“Constellation Beers”), an indirect wholly-owned subsidiary of Constellation, Constellation Brands Beach Holdings, Inc. (“CBBH”), an indirect wholly-owned subsidiary of Constellation, and Anheuser-Busch InBev SA/NV (“ABI”) and (ii) a Stock Purchase Agreement, as amended on April 19, 2013 (the “Brewery Purchase Agreement” and, together with the Crown Purchase Agreement, the “Purchase Agreements”) by and between Constellation and ABI.

Pursuant to the Crown Purchase Agreement, Constellation purchased the 50% equity interest that it did not already own (the “Purchased Interest”) in Crown Imports LLC (“Crown Imports”), a joint venture between Constellation and GModelo Corporation (“Seller”), a wholly-owned subsidiary of Grupo Modelo, S.A.B. de C.V. (“Modelo”), through which Modelo’s Mexican beer portfolio (the “Modelo Brands”) has been imported, marketed and sold in the U.S. since January 2007 (the “Crown Acquisition”). Prior to consummation of the Crown Acquisition, Constellation Beers owned the other 50% interest in Crown Imports and purchased 98% of the Purchased Interest. CBBH purchased the other 2% of the Purchased Interest. As a result of the consummation of the purchase of the Purchased Interest by Constellation Beers and CBBH, Constellation Beers owns a 99% interest in Crown Imports, CBBH owns a 1% interest in Crown Imports, and Crown Imports became an indirect wholly-owned subsidiary of Constellation.

Pursuant to the Brewery Purchase Agreement, Constellation, through CIH International S.à r.l. (“CIH”), an indirect wholly-owned subsidiary of Constellation organized under the laws of Luxembourg, purchased: (i) all of the issued and outstanding membership interests of Compañía Cervecería de Coahuila, S. de R.L. de C.V., a company organized under the laws of Mexico (the “Brewery Company”), which owns and operates Modelo’s Piedras Negras brewery located in Nava, Coahuila, Mexico (the “Brewery”), (ii) all of the issued and outstanding membership interests of Servicios Modelo de Coahuila, S. de R.L. de C.V., a company organized under the laws of Mexico (the “Service Company”), which provides personnel and services for the operation and maintenance of the Brewery, and (iii) an irrevocable, fully-paid license to produce in Mexico (or worldwide under certain circumstances) and exclusively import, market and sell through the Sub-License Agreement (defined below) the Modelo Brands currently sold in the U.S. and Guam and certain extensions (the “Brewery Purchase” and, together with the Crown Acquisition, the “Beer Business Acquisitions”). The business of the Brewery Company and Service Company acquired by Constellation is referred to as the “Brewery Business”.

Prior to the Closing Date, (i) Crown Imports assigned its obligations, right, title, and interest in and to the Interim Supply Agreement (as defined below) to CIH and (ii) Constellation Beers assigned its obligations, right, title, and interest in and to the Sub-License Agreement (as defined below) to CI Cerveza S.à r.l. (“CI Cerveza”), an indirect wholly-owned subsidiary of Constellation organized under the laws of Luxembourg. In connection with the consummation of the Beer Business Acquisitions, on the Closing Date: (i) Crown Imports (for the benefit of and simultaneously assigned to CIH), and Modelo entered into an Interim Supply Agreement (the “Interim Supply Agreement”) substantially similar to the form of Interim Supply Agreement attached to the Crown Purchase Agreement, (ii) Constellation Beers (for the benefit of and simultaneously assigned to CI Cerveza), and Marcas Modelo, S. de R.L. de C.V., a company organized under the laws of Mexico, entered into a Sub-License Agreement (the “Sub-License Agreement”) substantially similar to the form of Sub-License Agreement attached to the Brewery Purchase Agreement and (iii) Constellation, for the benefit of the Brewery Company and CIH, and ABI entered into a Transition Services Agreement (the “Transition Services Agreement”) substantially similar to the form of Transition Services Agreement attached to the Brewery Purchase Agreement. The terms and conditions of the Interim Supply Agreement, Sub-License Agreement, and Transition Services Agreement are substantially similar to the terms and conditions previously disclosed in Item 1.01 of Constellation’s Current Reports on Form 8-K, dated February 13, 2013 (filed on February 15, 2013, and as amended by Constellation’s Current Report on Form 8-K/A, dated February 13, 2013, and filed on February 25, 2013) and April 19, 2013 (filed on April 19, 2013), respectively, which disclosure is incorporated herein by reference.

The description of the Interim Supply Agreement, Sub-License Agreement, and Transition Services Agreement are qualified in their entirety by the terms of the Interim Supply Agreement, Sub-License Agreement, and Transition Services Agreement, which are attached hereto as Exhibits 10.1, 10.2, and 10.3, respectively, and incorporated herein by reference.

Financing Arrangements

The sources of the aggregate purchase price paid by Constellation in the Beer Business Acquisitions consisted of approximately \$232 million of cash on hand (inclusive of \$13 million of borrowings under a CIH working capital facility), plus:

- the proceeds from the sale of Constellation's \$500 million aggregate principal amount of 3.750% Senior Notes due 2021 and \$1,050 million aggregate principal amount of 4.250% Senior Notes due 2023 (collectively, the "2021/2023 Notes");
- \$1,500 million in term loans consisting of a \$500 million European Term A loan facility ("European Term A Facility") to CIH and a \$1,000 million European Term B loan facility ("European Term B Facility") to CIH under the Second Amended and Restated Credit Agreement dated as of May 2, 2013 (the "Second Restated 2012 Credit Agreement"), among Constellation, CIH, Bank of America, N.A., as administrative agent (the "Administrative Agent"), and certain other lenders (all such parties other than Constellation or CIH are collectively referred to as the "Lenders");
- \$675 million in term loans under the U.S. Term A-2 facility under the Second Restated 2012 Credit Agreement;
- \$208 million in proceeds of borrowings under Constellation's accounts receivable securitization facility; and
- \$580 million in borrowings under the revolving credit facility under the Second Restated 2012 Credit Agreement.

As a result of the closing of the Beer Business Acquisitions without utilizing any of the commitments thereunder, the Second Amended and Restated Interim Loan Agreement, dated as of February 13, 2013, by and among Constellation, Bank of America, N.A., as administrative agent and a lender and certain other lenders terminated pursuant to its terms.

European Term B Facility Joinder Agreement

On the Closing Date, CIH and Bank of America, N.A., as the Administrative Agent and as the lender under the European Term B Facility, entered into a European Term B Joinder Agreement, dated as of the Closing Date (the "Joinder Agreement"), pursuant to which CIH drew down the full amount of the \$1,000 million in term loans available under the European Term B Facility. The European Term B Facility loans mature seven years from the Closing Date. The rate of interest payable on the European Term B Facility loans, at CIH's option, will be equal to (i) LIBOR, subject to a minimum rate of 0.75%, plus a margin of 2.0% (declining to 1.75% if Constellation's debt ratio is less than 4.25 to 1.0), or (ii) a base rate plus a margin of 1.0% less than the margin applicable to the LIBOR based loans.

The description of the Joinder Agreement is qualified in its entirety by the terms of the Joinder Agreement, which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Amended and Restated Guarantee Agreement

On the Closing Date, Constellation and certain of its subsidiaries (the "Guarantors") executed an Amended and Restated Guarantee Agreement, dated as of the Closing Date (the "Amended Guarantee Agreement"), pursuant to which: (i) each of the Guarantors unconditionally and irrevocably guaranteed to the Administrative Agent, for the ratable benefit of the Lenders, the prompt and complete payment and performance of the indebtedness and other monetary obligations of Constellation under the Second Restated 2012 Credit Agreement, (ii) Constellation unconditionally and irrevocably guaranteed the borrowings of CIH under the European Term A Facility and the European Term B Facility, and (iii) Crown Imports and CBBH were added as guarantors of the borrowings of Constellation under the U.S. term and revolving loan facilities.

The description of the Amended Guarantee Agreement is qualified in its entirety by the terms of the Amended Guarantee Agreement, which is attached hereto as Exhibit 10.4 and incorporated herein by reference.

Other

The Administrative Agent and certain of its affiliates have performed, and may in the future perform, various commercial banking, investment banking, brokerage and advisory services for Constellation and its subsidiaries for which they have received, and will receive, customary fees and expenses. Without limiting the generality of the foregoing, in connection with the financing activities relating to the Beer Business Acquisitions: (i) the Administrative Agent, one of its affiliates and Constellation have entered into an administrative agency letter, and (ii) an affiliate of the Administrative Agent served as an underwriter in Constellation's recent public offering of the 2021/2023 Notes. The Administrative Agent is also a lender under a credit facility to a Sands family investment vehicle that, because of its relationship with members of the Sands family, is an affiliate of Constellation. Such credit facility is secured by (i) pledges of shares of Constellation's class A common stock and class B common stock and (ii) personal guarantees of certain members of the Sands' family, including Richard Sands and Robert Sands.

The Interim Supply Agreement, Sub-License Agreement, and Transition Services Agreement (collectively, the "Filed Agreements") have been filed as exhibits to this Current Report on Form 8-K to provide investors with information regarding their terms and are not intended to provide factual information about parties thereto, or any of their respective subsidiaries or affiliates. The representations, warranties, and covenants contained in the Filed Agreements were made only for purposes of those agreements and as of specific dates, are solely for the benefit of the parties to the Filed Agreements, may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Filed Agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the parties that differ from those applicable to investors. In addition, such representations and warranties were made only as of the respective dates of the Filed Agreements or such other dates as may be specified in a Filed Agreement. Investors should not rely on the representations, warranties, or covenants or any description thereof as characterizations of the actual state of facts or condition of the parties or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the dates of the Filed Agreements, which subsequent information may or may not be fully reflected in Constellation's public disclosures.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth in Item 1.01 above is hereby incorporated by reference into this Item 2.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under the captions "Financing Arrangements," "European Term B Facility Joinder Agreement" and "Amended and Restated Guarantee Agreement" in Item 1.01 above is hereby incorporated by reference into this Item 2.03.

In addition, on June 7, 2013, Constellation borrowed \$515.6 million and \$246.9 million under the U.S. Term A facility and U.S. Term A-1 facility under the Second Restated 2012 Credit Agreement, respectively. These borrowings replaced in full the Term A loans and Term A-1 loans outstanding immediately prior to June 7, 2013 under the Amended and Restated Credit Agreement, dated as of August 8, 2012. The material terms of the U.S. Term A facility and U.S. Term A-1 facility are described in Item 1.01 of Constellation's Current Report on Form 8-K dated May 2, 2013 (filed on May 7, 2013), which description is incorporated herein by reference.

As of June 7, 2013, the Restatement Effective Date, under the Second Restated 2012 Credit Agreement, the Company had revolving credit loans of \$535.0 million bearing an interest rate of 2.19%, \$45.0 million outstanding swingline loans bearing an interest rate of 4.25%, U.S. Term A facility loans of \$515.6 million aggregate principal amount bearing an interest rate of 2.19%, U.S. Term A-1 facility loans of \$246.9 million aggregate principal amount bearing an interest rate of 2.44%, U.S. Term A-2 facility loans of \$675.0 million aggregate principal amount bearing an interest rate of 2.19%, European Term A facility loans of \$500.0 million aggregate principal amount bearing an interest rate of 2.19%, European Term B facility loans of \$1,000.0 million aggregate principal amount bearing an interest rate of 2.75%, issued and outstanding letters of credit of approximately \$14.4 million, no outstanding incremental term loans, and approximately \$255.6 million principal amount in revolving loans available to be drawn.

Item 7.01. Regulation FD Disclosure.

On June 7, 2013, Constellation issued a news release, a copy of which is furnished herewith as Exhibit 99.1 and is incorporated herein by reference, announcing the completion of the Beer Business Acquisitions.

References to Constellation'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 Constellation 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.

The Audited Carve-Out Combined Financial Statements of the Piedras Negras Brewery Business as of December 31, 2012 and 2011 and as of January 1, 2011 and for the years ended December 31, 2012 and 2011 previously filed by Constellation as Exhibit 99.1 to its Current Report on Form 8-K, filed on April 30, 2013, are set forth in Exhibit 99.2 to this Current Report on Form 8-K and are hereby incorporated by reference into this Item 9.01(a).

The Audited Financial Statements of Crown Imports LLC as of December 31, 2012 and 2011 and for the three years ended December 31, 2012 previously filed by Constellation as Exhibit 99.2 to its Annual Report on Form 10-K for the fiscal year ended February 28, 2013, filed on April 29, 2013, are set forth in Exhibit 99.3 to this Current Report on Form 8-K and are hereby incorporated by reference into this Item 9.01(a).

The Unaudited Financial Statements of Crown Imports LLC as of March 31, 2013 and for the three months ended March 31, 2013 and 2012 are set forth in Exhibit 99.4 to this Current Report on Form 8-K and are hereby incorporated by reference into this Item 9.01(a).

(b) Pro forma financial information.

The Unaudited Condensed Combined Consolidated Pro Forma Financial Statements of Constellation as of February 28, 2013 and for the twelve months then ended, which present the financial statements of Constellation after giving effect to the Beer Business Acquisitions previously filed by Constellation as Exhibit 99.2 to its Current Report on Form 8-K, filed on April 30, 2013, are set forth in Exhibit 99.5 to this Current Report on Form 8-K and are hereby incorporated by reference into this Item 9.01(b).

(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:

<u>Exhibit No.</u>	<u>Description</u>
2.1	Membership Interest Purchase Agreement, dated as of June 28, 2012, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated June 28, 2012, filed on November 9, 2012 and incorporated herein by reference.) *
2.2	Amended and Restated Membership Interest Purchase Agreement, dated as of February 13, 2013, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated February 13, 2013, filed on February 25, 2013 and incorporated herein by reference.) *
2.3	First Amendment dated as of April 19, 2013, to the Amended and Restated Membership Interest Purchase Agreement, dated as of February 13, 2013, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K dated April 19, 2013, filed on April 19, 2013 and incorporated herein by reference.) *
2.4	Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed as Exhibit 2.2 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated February 13, 2013, filed on February 25, 2013 and incorporated herein by reference.) *
2.5	First Amendment dated as of April 19, 2013, to the Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed as Exhibit 2.2 to the Company's Current Report on Form 8-K dated April 19, 2013, filed on April 19, 2013 and incorporated herein by reference.) *
4.1	Joinder Agreement, dated as of June 7, 2013, between CIH International S.à r.l., Bank of America, N.A., as administrative agent and lender (filed herewith).
4.2	Supplemental Indenture No. 7, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee (filed herewith).
4.3	Supplemental Indenture No. 3, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee (filed herewith).
4.4	Supplemental Indenture No. 5, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and Manufacturers and Traders Trust Company, as trustee (filed herewith).
4.5	Amendment and Waiver, dated as of May 29, 2013, between Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto (filed herewith).
10.1	Interim Supply Agreement, dated as of June 7, 2013, between Grupo Modelo, S.A.B. de C. V. and Crown Imports LLC (filed herewith).**
10.2	Amended and Restated Sub-license Agreement, dated as of June 7, 2013, between Marcas Modelo, S. de R.L. de C.V. and Constellation Beers Ltd. (filed herewith).**
10.3	Transition Services Agreement, dated as of June 7, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed herewith).**
10.4	Amended and Restated Guarantee Agreement, dated as of June 7, 2013, made by the subsidiaries of Constellation Brands, Inc. from time to time party thereto and Constellation Brands, Inc. in favor of Bank of America, N.A., as Administrative Agent, for the ratable benefit of the Lenders (filed herewith).
23.1	Consent of PricewaterhouseCoopers, S.C. (filed herewith).
23.2	Consent of PricewaterhouseCoopers LLP (filed herewith).

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- 99.1 News Release of Constellation Brands, Inc. dated June 7, 2013 (filed herewith).
- 99.2 Audited Carve-Out Combined Financial Statements of the Piedras Negras Brewery Business as of December 31, 2012 and 2011 and as of January 1, 2011 and for the years ended December 31, 2012 and 2011 (filed as Exhibit 99.1 to Constellation's Current Report on Form 8-K dated April 30, 2013, filed on April 30, 2013, and incorporated herein by reference).
- 99.3 Audited Financial Statements of Crown Imports LLC as of December 31, 2012 and 2011 and for the three years ended December 31, 2012 (filed as Exhibit 99.2 to Constellation's Annual Report on Form 10-K for the fiscal year ended February 28, 2013, filed on April 29, 2013, and incorporated herein by reference).
- 99.4 Unaudited Financial Statements of Crown Imports LLC as of March 31, 2013 and for the three months ended March 31, 2013 and 2012 (filed herewith).
- 99.5 Unaudited Condensed Combined Consolidated Pro Forma Financial Statements of Constellation Brands, Inc. as of February 28, 2013 and for the twelve months then ended (filed as Exhibit 99.2 to Constellation's Current Report on Form 8-K dated April 30, 2013, filed on April 30, 2013, and incorporated herein by reference).

SIGNATURES

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

Date: June 11, 2013

CONSTELLATION BRANDS, INC.

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

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
(1)	UNDERWRITING AGREEMENT Not Applicable.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION
(2.1)	Membership Interest Purchase Agreement, dated as of June 28, 2012, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated June 28, 2012, filed November 9, 2012 and incorporated herein by reference.) *
(2.2)	Amended and Restated Membership Interest Purchase Agreement, dated as of February 13, 2013, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated February 13, 2013, filed February 25, 2013 and incorporated herein by reference.) *
(2.3)	First Amendment dated as of April 19, 2013, to the Amended and Restated Membership Interest Purchase Agreement, dated as of February 13, 2013, among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch InBev SA/NV (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K dated April 19, 2013, filed April 19, 2013 and incorporated herein by reference.) *
(2.4)	Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed as Exhibit 2.2 to the Company's Amendment No. 1 to Current Report on Form 8-K/A dated February 13, 2013, filed February 25, 2013 and incorporated herein by reference.) *
(2.5)	First Amendment dated as of April 19, 2013, to the Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed as Exhibit 2.2 to the Company's Current Report on Form 8-K dated April 19, 2013, filed April 19, 2013 and incorporated herein by reference.) *
(3)	ARTICLES OF INCORPORATION AND BYLAWS Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES
(4.1)	Joinder Agreement, dated as of June 7, 2013, between CIH International S.à r.l., Bank of America, N.A., as administrative agent and lender.
(4.2)	Supplemental Indenture No. 7, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee.
(4.3)	Supplemental Indenture No. 3, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee.
(4.4)	Supplemental Indenture No. 5, dated as of June 7, 2013, among Constellation Brands Beach Holdings, Inc., Crown Imports LLC, Constellation Brands, Inc., and Manufacturers and Traders Trust Company, as trustee.
(4.5)	Amendment and Waiver, dated as of May 29, 2013, between Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto.
(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)	Interim Supply Agreement, dated as of June 7, 2013, between Grupo Modelo, S.A.B. de C. V. and Crown Imports LLC.**
(10.2)	Amended and Restated Sub-license Agreement, dated as of June 7, 2013, between Marcas Modelo, S. de R.L. de C.V. and Constellation Beers Ltd.**

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- (10.3) Transition Services Agreement, dated as of June 7, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc.**
- (10.4) Amended and Restated Guarantee Agreement, dated as of June 7, 2013, made by the subsidiaries of Constellation Brands, Inc. from time to time party thereto and Constellation Brands, Inc. in favor of Bank of America, N.A., as Administrative Agent, for the ratable benefit of the Lenders.
- (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
- (23.1) Consent of PricewaterhouseCoopers, S.C.
- (23.2) Consent of PricewaterhouseCoopers LLP.
- (24) POWER OF ATTORNEY
Not Applicable.
- (99) ADDITIONAL EXHIBITS
- (99.1) News Release of Constellation Brands, Inc. dated June 7, 2013.
- (99.2) Audited Carve-Out Combined Financial Statements of the Piedras Negras Brewery Business as of December 31, 2012 and 2011 and as of January 1, 2011 and for the years ended December 31, 2012 and 2011 (filed as Exhibit 99.1 to Constellation's Current Report on Form 8-K dated April 30, 2013, filed on April 30, 2013, and incorporated herein by reference).
- (99.3) Audited Financial Statements of Crown Imports LLC as of December 31, 2012 and 2011 and for the three years ended December 31, 2012 (filed as Exhibit 99.2 to Constellation's Annual Report on Form 10-K for the fiscal year ended February 28, 2013, filed on April 29, 2013, and incorporated herein by reference).

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- (99.4) Unaudited Financial Statements of Crown Imports LLC as of March 31, 2013 and for the three months ended March 31, 2013 and 2012.
- (99.5) Unaudited Condensed Combined Consolidated Pro Forma Financial Statements of Constellation Brands, Inc. as of February 28, 2013 and for the twelve months then ended (filed as Exhibit 99.2 to Constellation's Current Report on Form 8-K dated April 30, 2013, filed on April 30, 2013, and incorporated herein by reference).
- (100) XBRL-RELATED DOCUMENTS
Not Applicable.
- (101) INTERACTIVE DATA FILE
Not Applicable.
- * Portions of this exhibit were redacted pursuant to a confidential treatment request filed with and approved by the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.
- ** This Exhibit has been filed separately with the Securities and Exchange Commission pursuant to an application for confidential treatment. The confidential portions of this Exhibit have been omitted and are marked by an asterisk.

EUROPEAN TERM B JOINDER AGREEMENT

EUROPEAN TERM B JOINDER AGREEMENT, dated as of June 7, 2013 (this "Agreement"), by and among BANK OF AMERICA, N.A., as the European Term B Lender (the "European Term B Lender"), CIH INTERNATIONAL S.À R.L., a Luxembourg limited liability company (*société à responsabilité limitée*), having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 176.850 and having a share capital of USD 25,050.- (the "European Borrower") and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

RECITALS:

WHEREAS, reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of May 2, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the European Borrower, Constellation Brands, Inc. (the "Company" and, together with the European Borrower, the "Borrowers"), certain other parties thereto, the Lenders and the Administrative Agent (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement);

WHEREAS, subject to the terms and conditions of the Credit Agreement, any European Term B Lender shall become a Lender under the Credit Agreement pursuant to a European Term B Joinder Agreement;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

The European Term B Lender hereby agrees to provide a European Term B Loan Commitment in the principal amount set forth on the signature page hereto. The European Term B Loan Commitment provided pursuant to this Agreement shall be subject to all of the terms in the Credit Agreement and to the conditions set forth in the Credit Agreement, and shall be entitled to all the benefits afforded by the Credit Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents.

It is understood and agreed that for purposes of the European Term B Loans, the "Applicable Rate" for the European Term B Loans means (i) 2.00% in the case of Eurodollar European Term B Loans and (ii) 1.00% in the case of Base Rate European Term B Loans; provided that the Applicable Rate with respect to the European Term B Loans shall be subject to adjustment following each date of delivery of financial statements of the Company pursuant to Section 5.01(a) or (b) of the Credit Agreement ("Financials"), commencing with the second full fiscal quarter after the Restatement Effective Date, based on the Consolidated Leverage Ratio, as follows:

Level	Consolidated Leverage Ratio	Eurodollar European Term B Loans	Base Rate European Term B Loans
1	≥ 4.25:1	2.00%	1.00%
2	< 4.25:1	1.75%	0.75%

Any increase or decrease in the Applicable Rate for the European Term B Loans resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date of delivery of the most recent Financials; provided that at the option of the Required Lenders, Level 1 pricing shall apply (i) as of the first Business Day after the date on which such Financials were required to have been delivered but have not been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreement and shall continue to so apply to and including the date on which such Financials are so delivered (and thereafter the Level otherwise determined in accordance with this definition shall apply) and (ii) as of the first Business Day after an Event of Default under Article VII of the Credit Agreement shall have occurred and be continuing and the Administrative Agent has notified the Company that Level I pricing applies, and shall continue to so apply to but excluding the date on which such Event of Default shall cease to be continuing (and thereafter the Level otherwise determined in accordance with this definition shall apply). In addition, in no event shall the LIBO Rate for the European Term B Loans at any time be less than 0.75% per annum.

In the event that any Financials previously delivered were incorrect or inaccurate (regardless of whether the Credit Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Rate for the European Term B Loans for any period (an "Applicable Period") than the Applicable Rate applied for such Applicable Period, then (i) the Company shall as soon as practicable deliver to the Administrative Agent the correct Financials for such Applicable Period, (ii) the Applicable Rate shall be determined as if the Level for such higher Applicable Rate were applicable for such Applicable Period, and (iii) the European Borrower shall within 3 Business Days of demand thereof by the Administrative Agent pay to the Administrative Agent the accrued additional interest owing as a result of such increased Applicable Rate for the European Term B Loans for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with this Agreement. This paragraph shall not limit the rights of the Administrative Agent and Lenders with respect to any Event of Default.

Upon (i) the execution of a counterpart of this Agreement by the European Term B Lender, the Administrative Agent and the European Borrower and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, the European Term B Lender shall become a Lender under the Credit Agreement and shall have the respective European Term B Loan Commitment set forth on its signature page hereto, effective as of the Restatement Effective Date.

This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this European Term B Joinder Agreement as of the date first written above.

BANK OF AMERICA, N.A., as European Term B Lender

By: /s/ Matt Holbrook

Name: Matt Holbrook

Title: Director

European Term B Loan Commitments:

\$1,000,000,000

[Constellation-European Term B Loan Joinder Agreement]

CIH INTERNATIONAL S.ÀR.L.

By: /s/ Erik Adam

Name: Erik Adam

Title: Manager A

[Signature page to Constellation European Term B Joinder Agreement]

Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Colleen O'Brien
Name: Colleen O'Brien
Title: Sr Vice President

[Constellation-European Term B Loan Joinder Agreement]

SUPPLEMENTAL INDENTURE NO. 7 (this "Supplement"), dated as of June 7, 2013, is entered into by and among CONSTELLATION BRANDS, INC., a Delaware corporation (the "Company"), CONSTELLATION BRANDS BEACH HOLDINGS, INC. a Delaware corporation ("Beach"), CROWN IMPORTS LLC, a Delaware limited liability company ("Crown" and together with Beach, the "New Guarantors"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION (successor trustee to BNY Midwest Trust Company), as trustee (the "Trustee").

RECITALS OF THE COMPANY AND THE NEW GUARANTORS

WHEREAS, the Company, the Guarantors and the Trustee have executed and delivered an Indenture, dated as of August 15, 2006 (the "August 2006 Indenture"), as supplemented by a Supplemental Indenture No. 1, dated as of August 15, 2006, with respect to the issuance by the Company of 7.25% Senior Notes due 2016 (the "First Supplemental Indenture"), a Supplemental Indenture No. 4, dated as of December 5, 2007, with respect to the issuance by the Company of 8 3/8% Senior Notes due 2014 (the "Fourth Supplemental Indenture"), and any other supplements and amendments thereto made prior to the date hereof and in effect on the date hereof (the August 2006 Indenture, the First Supplemental Indenture, the Fourth Supplemental Indenture and together with such other supplements and amendments are collectively herein referred to as the "Indenture");

WHEREAS, the Guarantors guarantee, jointly and severally, the full and punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 3.4 of each of the First Supplemental Indenture and the Fourth Supplemental Indenture, the New Guarantors are obligated to enter into this Supplement thereby guaranteeing the punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 8.1 of each of the First Supplemental Indenture and the Fourth Supplemental Indenture, the Company, the New Guarantors and the Trustee may enter into this Supplement without the consent of any Holder;

WHEREAS, the execution and delivery of this Supplement have been duly authorized by resolutions of the respective Boards of Directors of the Company and each New Guarantor; and

WHEREAS, all conditions and requirements necessary to make this Supplement valid and binding upon the Company and the New Guarantors, and enforceable against the Company and the New Guarantors in accordance with its terms, have been performed and fulfilled.

NOW, THEREFORE, in consideration of the above premises, each of the parties hereto agrees, for the benefit of the others and for the equal and proportionate benefit of the Holders of the Notes, as follows:

ARTICLE ONE
THE NEW GUARANTEE

Section 1.01. For value received, the New Guarantors hereby absolutely, unconditionally and irrevocably guarantee (the "New Guarantee"), jointly and severally among themselves and the Guarantors, to the Trustee and the Holders, as if each New Guarantor was the principal debtor, the punctual payment and performance when due of all Indenture Obligations (which for purposes of the New Guarantee shall also be deemed to include all commissions, fees, charges, costs and other expenses (including reasonable legal fees and disbursements of one counsel) arising out of or incurred by the Trustee or the Holders in connection with the enforcement of this New Guarantee). The agreements made and obligations assumed hereunder by the New Guarantors shall constitute and shall be deemed to constitute a Guarantee under the Indenture and for all purposes of the Indenture, and each New Guarantor shall be considered a Guarantor for all purposes of the Indenture as if such New Guarantor was originally named therein as a Guarantor.

Section 1.02. The New Guarantors shall be released upon the occurrence of the events as provided in the Indenture.

Section 1.03. In accordance with the terms of the Indenture, each New Guarantor hereby waives all rights of subrogation or contribution arising by reason of any payment by it pursuant to its Guarantee under the Indenture.

ARTICLE TWO
MISCELLANEOUS

Section 2.01. Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture. Except as supplemented hereby, the Indenture (including the Guarantees incorporated therein) and the Notes issued pursuant thereto are in all respects ratified and confirmed and all the terms and provisions thereof shall remain in full force and effect.

Section 2.02. This Supplement shall be effective as of the close of business on June 7, 2013.

Section 2.03. The recitals contained herein shall be taken as the statements of the Company and the New Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplement.

Section 2.04. This Supplement shall be governed by and construed in accordance with the laws of the jurisdiction which govern the Indenture and its construction.

Section 2.05. This Supplement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and attested all as of the day and year first above written.

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein

Name: David E. Klein

Title: Senior Vice President and Treasurer

[Signature Page to Supplemental Indenture No. 7]

CONSTELLATION BRANDS BEACH HOLDINGS, INC.

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Treasurer

CROWN IMPORTS LLC

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Assistant Treasurer

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**

By: /s/ Melonee Young

Name: Melonee Young

Title: Vice President

[Signature Page to Supplemental Indenture No. 7]

SUPPLEMENTAL INDENTURE NO. 3 (this "Supplement"), dated as of June 7, 2013, is entered into by and among CONSTELLATION BRANDS, INC., a Delaware corporation (the "Company"), CONSTELLATION BRANDS BEACH HOLDINGS, INC. a Delaware corporation ("Beach"), CROWN IMPORTS LLC, a Delaware limited liability company ("Crown" and together with Beach, the "New Guarantors"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION (successor trustee to The Bank of New York Trust Company, N.A.), as trustee (the "Trustee").

RECITALS OF THE COMPANY AND THE NEW GUARANTORS

WHEREAS, the Company, the Guarantors and the Trustee have executed and delivered an Indenture, dated as of May 14, 2007, with respect to the issuance by the Company of 7.25% Senior Notes due 2017 (as supplemented by any supplements and amendments thereto made prior to the date hereof and in effect on the date hereof, the "Indenture");

WHEREAS, the Guarantors guarantee, jointly and severally, the full and punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 4.08 of the Indenture, the New Guarantors are obligated to enter into this Supplement thereby guaranteeing the punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 8.01 of the Indenture, the Company, the New Guarantors and the Trustee may enter into this Supplement without the consent of any Holder;

WHEREAS, the execution and delivery of this Supplement have been duly authorized by resolutions of the respective Boards of Directors of the Company and each New Guarantor; and

WHEREAS, all conditions and requirements necessary to make this Supplement valid and binding upon the Company and the New Guarantors, and enforceable against the Company and the New Guarantors in accordance with its terms, have been performed and fulfilled.

NOW, THEREFORE, in consideration of the above premises, each of the parties hereto agrees, for the benefit of the others and for the equal and proportionate benefit of the Holders of the Notes, as follows:

**ARTICLE ONE
THE NEW GUARANTEE**

Section 1.01. For value received, the New Guarantors hereby absolutely, unconditionally and irrevocably guarantee (the "New Guarantee"), jointly and severally among themselves and the Guarantors, to the Trustee and the Holders, as if each New Guarantor was the principal debtor, the punctual payment and performance when due of all Indenture Obligations (which for purposes of the New Guarantee shall also be deemed to include all commissions, fees, charges, costs and other expenses (including reasonable legal fees and disbursements of one counsel) arising out of or incurred by the Trustee or the Holders in connection with the enforcement of this New Guarantee). The agreements made and obligations assumed hereunder by the New Guarantors shall constitute and shall be deemed to constitute a Guarantee under the

Indenture and for all purposes of the Indenture, and each New Guarantor shall be considered a Guarantor for all purposes of the Indenture as if such New Guarantor was originally named therein as a Guarantor.

Section 1.02. The New Guarantors shall be released upon the occurrence of the events as provided in the Indenture.

Section 1.03. In accordance with the terms of the Indenture, each New Guarantor hereby waives all rights of subrogation or contribution arising by reason of any payment by it pursuant to its Guarantee under the Indenture.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.01. Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture. Except as supplemented hereby, the Indenture (including the Guarantees incorporated therein) and the Notes issued pursuant thereto are in all respects ratified and confirmed and all the terms and provisions thereof shall remain in full force and effect.

Section 2.02. This Supplement shall be effective as of the close of business on June 7, 2013.

Section 2.03. The recitals contained herein shall be taken as the statements of the Company and the New Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplement.

Section 2.04. This Supplement shall be governed by and construed in accordance with the laws of the jurisdiction which govern the Indenture and its construction.

Section 2.05. This Supplement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and attested all as of the day and year first above written.

CONSTELLATION BRANDS, INC.

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

[Signature Page to Supplemental Indenture No. 3]

CONSTELLATION BRANDS BEACH HOLDINGS, INC.

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Treasurer

CROWN IMPORTS LLC

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Assistant Treasurer

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**

By: /s/ Melonee Young

Name: Melonee Young

Title: Vice President

[Signature Page to Supplemental Indenture No. 3]

SUPPLEMENTAL INDENTURE NO. 5 (this "Supplement"), dated as of June 7, 2013, is entered into by and among CONSTELLATION BRANDS, INC., a Delaware corporation (the "Company"), CONSTELLATION BRANDS BEACH HOLDINGS, INC. a Delaware corporation ("Beach"), CROWN IMPORTS LLC, a Delaware limited liability company ("Crown" and together with Beach, the "New Guarantors"), and MANUFACTURERS AND TRADERS TRUST COMPANY, as trustee (the "Trustee").

RECITALS OF THE COMPANY AND THE NEW GUARANTORS

WHEREAS, the Company, the Guarantors and the Trustee have executed and delivered an Indenture, dated as of April 17, 2012 (the "Base Indenture"), as supplemented by a Supplemental Indenture No. 1, dated as of April 17, 2012, with respect to the issuance by the Company of 6% Senior Notes due 2022 (the "First Supplemental Indenture"), a Supplemental Indenture No. 3, dated as of May 14, 2013, with respect to the issuance by the Company of 3.75% Senior Notes due 2021 (the "Third Supplemental Indenture"), a Supplemental Indenture No. 4, dated as of May 14, 2013, with respect to the issuance by the Company of 4.25% Senior Notes due 2023 (the "Fourth Supplemental Indenture") and any other supplements and amendments thereto made prior to the date hereof and in effect on the date hereof (the Base Indenture, the First Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and together with such other supplements and amendments are collectively herein referred to as the "Indenture");

WHEREAS, the Guarantors guarantee, jointly and severally, the full and punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 3.4 of each of the First Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the New Guarantors are obligated to enter into this Supplement thereby guaranteeing the punctual payment and performance when due of all Indenture Obligations;

WHEREAS, pursuant to Section 12.1 of the Base Indenture and Section 8.1 of each of the First Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the Company, the New Guarantors and the Trustee may enter into this Supplement without the consent of any Holder;

WHEREAS, the execution and delivery of this Supplement have been duly authorized by resolutions of the respective Boards of Directors of the Company and each New Guarantor; and

WHEREAS, all conditions and requirements necessary to make this Supplement valid and binding upon the Company and the New Guarantors, and enforceable against the Company and the New Guarantors in accordance with its terms, have been performed and fulfilled.

NOW, THEREFORE, in consideration of the above premises, each of the parties hereto agrees, for the benefit of the others and for the equal and proportionate benefit of the Holders of the Notes, as follows:

**ARTICLE ONE
THE NEW GUARANTEE**

Section 1.01. For value received, the New Guarantors hereby absolutely, unconditionally and irrevocably guarantee (the "New Guarantee"), jointly and severally among themselves and the Guarantors, to the Trustee and the Holders, as if each New Guarantor was the principal debtor, the punctual payment and performance when due of all Indenture Obligations (which for purposes of the New Guarantee shall also be deemed to include all commissions, fees, charges, costs and other expenses (including reasonable legal fees and disbursements of one counsel) arising out of or incurred by the Trustee or the Holders in connection with the enforcement of this New Guarantee). The agreements made and obligations assumed hereunder by the New Guarantors shall constitute and shall be deemed to constitute a Guarantee under the Indenture and for all purposes of the Indenture, and each New Guarantor shall be considered a Guarantor for all purposes of the Indenture as if such New Guarantor was originally named therein as a Guarantor.

Section 1.02. The New Guarantors shall be released upon the occurrence of the events as provided in the Indenture.

Section 1.03. In accordance with the terms of the Indenture, each New Guarantor hereby waives all rights of subrogation or contribution arising by reason of any payment by it pursuant to its Guarantee under the Indenture.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.01. Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture. Except as supplemented hereby, the Indenture (including the Guarantees incorporated therein) and the Notes issued pursuant thereto are in all respects ratified and confirmed and all the terms and provisions thereof shall remain in full force and effect.

Section 2.02. This Supplement shall be effective as of the close of business on June 7, 2013.

Section 2.03. The recitals contained herein shall be taken as the statements of the Company and the New Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplement.

Section 2.04. This Supplement shall be governed by and construed in accordance with the laws of the jurisdiction which govern the Indenture and its construction.

Section 2.05. This Supplement 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.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and attested all as of the day and year first above written.

CONSTELLATION BRANDS, INC.

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

Attest:

/s/ Barbara J. LaVerdi
Name: Barbara J. LaVerdi
Title: Assistant Secretary

[Signature Page to Supplemental Indenture No. 5]

CONSTELLATION BRANDS BEACH HOLDINGS, INC.

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Treasurer

Attest:

/s/ Barbara J. LaVerdi

Name: Barbara J. LaVerdi

Title: Secretary

CROWN IMPORTS LLC

By: /s/ David E. Klein

Name: David E. Klein

Title: Vice President and Assistant Treasurer

Attest:

/s/ Barbara J. LaVerdi

Name: Barbara J. LaVerdi

Title: Assistant Secretary

MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ Aaron McManus

Name: Aaron McManus

Title: Vice President

Attest:

/s/ Michelle M. Wojciechowicz

Name: Michelle M. Wojciechowicz

Title: Vice President

[Signature Page to Supplemental Indenture No. 5]

AMENDMENT AND WAIVER

AMENDMENT AND WAIVER, dated as of May 29, 2013 (this "Agreement"), by and between BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), CONSTELLATION BRANDS, INC. (the "Borrower") and the Lenders party hereto.

RECITALS:

WHEREAS, reference is hereby made to the Second Amended and Restated Interim Loan Agreement, dated as of February 13, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement);

WHEREAS, pursuant to Section 2.03 of the Credit Agreement, to request a borrowing of Loans on the Closing Date, the Borrower is required to notify the Administrative Agent of such request not later than 11:00 a.m. three Business Days prior to the Closing Date;

WHEREAS, pursuant to Section 9.02 of the Credit Agreement the Required Lenders may consent to a waiver or modification of such minimum notice requirement;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the Required Lenders hereby agree that, to request a borrowing of Loans on the Closing Date, the Borrower may deliver notice of such request not later than 9:00 a.m, New York City time, on the Closing Date.

THIS AMENDMENT AND WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Amendment and Waiver may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Except as expressly amended hereby, the Credit Agreement shall remain in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first written above.

BANK OF AMERICA, N.A., as Administrative Agent and as a
Lender

By: /s/ Matt Holbrook

Name: Matt Holbrook

Title: Director

[Signature page to Amendment and Waiver]

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Tony Yung

Name: Tony Yung

Title: Executive Director

[Signature page to Amendment and Waiver]

THE BANK OF TOKYO MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Harumi Kambara

Name: Harumi Kambara

Title: Authorized Signatory

[Signature page to Amendment and Waiver]

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Bruce Yoder
Name: Bruce Yoder
Title: Senior Vice President

[Signature page to Amendment and Waiver]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Jacquelyn Mammen

Name: Jacquelyn Mammen

Title: Vice President

[Signature page to Amendment and Waiver]

WF INVESTMENT HOLDINGS, LLC, as a Lender

By: /s/ Scott Yarbrough

Name: Scott Yarbrough

Title: Managing Director

[Signature page to Amendment and Waiver]

BARCLAYS BANK PLC, as a Lender

By: /s/ Ritam Bhalla

Name: Ritam Bhalla

Title: Director

[Signature page to Amendment and Waiver]

COÖPERATIEVE CENTRALE RAIFFEISEN - BOERELEBANK,
B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, as a
Lender

By: /s/ Claire Laury
Name: Claire Laury
Title: Executive Director

COÖPERATIEVE CENTRALE RAIFFEISEN - BOERELEBANK,
B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, as a
Lender

By: /s/ Adriaan Westrate
Name: Adriaan Westrate
Title: Managing Director

[Signature page to Amendment and Waiver]

CONSTELLATION BRANDS, INC.

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

[Signature page to Amendment and Waiver]

INTERIM SUPPLY AGREEMENT

between

GRUPO MODELO, S.A.B. DE C.V.

and

CROWN IMPORTS LLC

Dated: June 7, 2013

INTERIM SUPPLY AGREEMENT

This Interim Supply Agreement (“**Agreement**”), dated this 7th day of June, 2013, is by and between Grupo Modelo, S.A.B. de C.V. (“**Supplier**”), and Crown Imports LLC, a Delaware limited liability company (“**Crown**”).

WITNESSETH:

WHEREAS, pursuant to the Brewery Purchase Agreement Constellation has purchased the Piedras Negras brewery located in Coahuila, Mexico;

WHEREAS, Supplier has agreed to sell to Crown a portion of its requirements for Products subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 For purposes of this Agreement, the following terms have the meanings set forth below:

“**Affiliate**” of any Person means any other Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**ABI**” means Anheuser-Busch, InBev NV/SA.

[****]

“**Beer**” means beer, ale, porter, stout, malt beverages, and any other versions or combinations of the foregoing, including, without limitation, non-alcoholic versions of any of the foregoing.

“**Brewery**” means the Piedras Negras Plant as that term is defined in the Brewery Purchase Agreement.

“**Brewery Expansion Plan**” means Future Expansion as that term is defined in the Brewery Purchase Agreement.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

“Brewery Purchase Agreement” means that certain Stock Purchase Agreement dated as of February 13, 2013, as amended by the First Amendment to Stock Purchase Agreement, made and entered into as of April 19, 2013 (as further amended, modified or supplemented from time to time in accordance with its terms) pursuant to which Constellation agreed to purchase, or cause to be purchased by its designee(s), all of the issued and outstanding shares of capital stock of Compañía Cervecería de Coahuila, S.A. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico, and all of the issued and outstanding shares of capital stock of Servicios Modelo de Coahuila, S.A. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico.

“Business Day” means any day, other than Saturday, Sunday or a day on which banking institutions in New York, New York, Chicago, Illinois, or Mexico City, Mexico are authorized or obligated by law to close.

“Case” means (1) units aggregating approximately 288 ounces (except with respect to CORONITA in which instance such units shall aggregate approximately 168 ounces) plus (2) their Containers.

“Change of Control” means (i) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such Prohibited Owner or Person shall be deemed to have beneficial ownership of all shares that such Prohibited Owner or Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) of all or any portion of any class of capital stock or equity interests (including partnership interests) then outstanding of Crown; provided, that, no such Prohibited Owner or Person shall be considered to be a beneficial owner of any class of capital stock or equity interests (including partnership interests) of Crown solely as a result of being a beneficial owner of Voting Stock of Constellation, (ii) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such Prohibited Owner or Person shall be deemed to have beneficial ownership of all shares that such Prohibited Owner or Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) of all or any portion of any class of capital stock or equity interests (including partnership interests) then outstanding of the Company; provided, that, no such Prohibited Owner or Person shall be considered to be a beneficial owner of any class of capital stock or equity interests (including partnership interests) of the Company solely as a result of being a beneficial owner of Voting Stock of Constellation, (iii) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the voting power of the total outstanding Voting Stock of Constellation; (iv) any Prohibited Owner or Person controlled by a Prohibited Owner becomes a member of Crown or shareholder of the Company; or (v) a sale of all or substantially all of the assets of Crown to any Prohibited Owner or Person controlled by a Prohibited Owner.

“Company” means Constellation Beers, Ltd.

“Confidential Information” means all information and materials regarding the business of either party that are identified in writing as being confidential, including (whether or not identified in writing as being confidential for any of the following) business plans, financial

information, historical financial statements, financial projections and budgets, historical and projected sales, pricing strategies and other pricing information, marketing plans, research and consumer insights, capital spending budgets and plans, the names and backgrounds of key personnel, personnel policies, plans, training techniques and materials, organizational strategies and plans, employment or consulting agreement information, customer agreements and information (including for distributors or retailers), names and terms of arrangements with vendors or suppliers, or other similar information. “**Confidential Information**” does not include, however, information which (i) is or becomes generally available to the public other than as a result of a breach by the receiving party (or its Affiliates) of its obligations of confidentiality and non-use set forth herein, (ii) was available to the receiving party or its Affiliates on a non-confidential basis prior to its disclosure by the disclosing party, or (iii) becomes available to the receiving party on a non-confidential basis from a person other than Crown or any of its Affiliates.

“**Constellation**” means Constellation Brands, Inc. and shall include any successor thereto.

“**Container**” means the bottle, can, keg, or similar receptacle in which Product is directly placed, and the box, carton or similar item in which such receptacle is packaged.

“**CPA Firm**” means Ernst & Young LLP or if Ernst & Young LLP is unable to serve as contemplated hereunder, such other nationally recognized accounting firm reasonably acceptable to Supplier and Crown.

“**CPI**” means, [****]

“**CPI Adjustment**” means, [****]

[****]

“**Crown**” has the meaning assigned to that term in the Preamble

“**Designated Brewery**” means, with respect to any Product, the brewery at which Grupo Modelo or its Subsidiaries produce such Product for sale to Crown.

“**DOJ**” means the United States Department of Justice Antitrust Division or any authorized representatives thereof.

“**Eligible Supplier**” has the meaning assigned to that term in **Section 1.1** of the Sub-License Agreement.

“**Excess**” means, for any three month period described in **Exhibit B** the amount of Products purchased and sold hereunder exceeding the Volume Threshold.

“**Exchange Act**” means the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder, in each case, as amended.

“**Extended Storage**” has the meaning assigned to that term in **Section 4.1(b)**.

“**Extension Period**” has the meaning assigned to that term in **Section 8.1**.

“**Final Judgment**” means the proposed Final Judgment filed on April 19, 2013 in United States v. Anheuser-Busch InBev SA/NV and Grupo Modelo S.A.B. de C.V., Case 1:13-cv-00127 (Hon. Richard W. Roberts), as such proposed Final Judgment may be modified by agreement of the parties in that action with the approval of any court of law or equity of competent jurisdiction.

“**Fiscal Year**” means the twelve-month period commencing on March 1 and ending on the last day of February of the next calendar year.

“**FOB**” means “free on board” the Designated Brewery; meaning for purposes of this Agreement that (i) Supplier shall bear the expense and risk of loss of transporting Product to the Designated Brewery and (ii) that title to Product shall pass from Supplier to Crown at the Designated Brewery.

“**Force Majeure**” means the inability, after giving effect to the allocation requirements of **Section 2.1**, of Supplier to supply Product pursuant to **Article II** as a direct result of: acts of God; strikes or other labor unrest; civil disorder; fire; explosion; perils of the sea; flood; drought; war; riots; sabotage; terrorism; accident; embargo; priority, requisition or allocation mandated by governmental action; changes in laws or regulations, or the enforcement or interpretation thereof, that impair the Production or export of Beer into the Territory; shortage or failure of supply of ingredients or raw materials necessary to produce Product; or other cause beyond control of Supplier or the Modelo Group. The duration of any Force Majeure occurrence is limited to the period during which Supplier is unable to supply Product, or make reasonable alternative arrangements to supply Product, due to the event or condition giving rise to such Force Majeure occurrence.

“**GAAP**” means generally accepted accounting principles, consistently applied.

“**Grupo Modelo**” means Grupo Modelo, S.A.B. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico.

“**herein**” and “**hereunder**” refer to this entire Agreement.

“**Import Business**” means importing, marketing and selling the Products and directly related activities in the Territory hereunder.

“**law**”, unless otherwise expressly stated in this Agreement, includes statutes, regulations, decrees, ordinances and other governmental requirements, whether federal, state, local or of other authority.

“Marcas Modelo” means Marcas Modelo, S. de R.L. de C.V., organized under the laws of Mexico.

“Modelo Group” means Grupo Modelo and all Persons that, now or in the future, are related to Grupo Modelo by virtue of Grupo Modelo’s direct or indirect share ownership, and any Affiliates thereof, and ABI, Anheuser-Busch Companies, LLC, Anheuser-Busch International, Inc., Anheuser-Busch International Holdings, LLC, and any of their respective Affiliates.

“New Physical Unit” means any Physical Unit added since June 28, 2012 to the Importer Agreement, dated as of January 2, 2007, between Extrade II, S.A. de C.V. and Crown, as amended.

“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, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, a company with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal representative, regulatory body or agency, government or governmental agency, authority or entity, however designated or constituted.

“Physical Unit” means the shipping unit of a Product set forth on the Price Sheet. For example, the Physical Unit for (a) Corona Extra six pack in cans is four such six-packs of 12 oz. cans, (b) Corona Extra twelve pack bottles is two such twelve packs of 12 oz. bottles, (c) Coronita six pack bottles is four such six-packs of 7 oz. bottles, and (d) Corona Light Quarter-barrel Slim is one such Quarter-barrel Slim.

“Prohibited Owner” means Carlsberg Breweries A/S, Heineken Holding NV, SABMiller plc, Molson Coors Brewing Company, Miller Coors LLC, any of their respective controlled Affiliates and any successor of any of the foregoing, or any Person (other than a Subsidiary of Constellation or a Permitted Holder) owning, distributing or brewing Beer brands of which 275 million Cases or more were sold in the Territory during the calendar year ended immediately prior to the determination of whether such Person is a Prohibited Owner.

“Price” has the meaning assigned to that term in **Section 3.1**.

“Price Sheet” means that certain Price Sheet agreed to by ABI and Constellation on June 28, 2012, plus any Physical Units added since that date to the Importer Agreement, dated as of January 2, 2007, between Extrade II, S.A. de C.V. and Crown, as amended.

“**Product**” means Beer packaged in Containers bearing one or more of the Trademarks and sold to Crown pursuant to this Agreement and as described on the Price Sheet.

“**Production**” means the manufacturing, bottling and packaging of Beer.

“**Requirements**” means all Products required by Crown for delivery and sale to its customers in the Territory.

“**Requisite Licenses**” has the meaning assigned to that term in **Section 6.1**.

“**saleable**” has the meaning assigned to that term in **Section 4.1(b)**.

“**SKU**” for any Product means the Physical Unit in which it is sold by Supplier to Crown. Any difference in the Containers for a Product (whether in size, shape or materials), secondary packaging for the Containers, quantities of Containers contained in the secondary packaging, configurations of Containers contained in the secondary packaging or other distinct attributes in a configuration shall be considered to be a separate SKU.

“**Sub-license Agreement**” means the Amended and Restated Sub-license Agreement dated as of the date hereof by and between Constellation Beers Ltd. and Marcas Modelo.

“**Subsidiary**” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company, trust, estate or other Person of which (or in which), directly or indirectly, more than fifty percent (50%) of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors, managers or others performing similar functions of such entity (irrespective of whether at the time capital stock of any other class or classes of such entity shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or other Person or (c) the beneficial interest in such trust or estate is at the time owned by such first Person, or by such first Person and one (1) or more of its other Subsidiaries or by one (1) or more of such Person’s other Subsidiaries.

“**Supplier**” has the meaning assigned to that term in the Preamble.

“**Territory**” has the meaning assigned to that term in **Section 1.1** of the Sub-License Agreement.

“**Trademarks**” has the meaning assigned to that term in **Section 1.1** of the Sub-License Agreement.

“**Transition Services Agreement**” means the Transition Services Agreement dated as of the date hereof between ABI and Constellation.

“**unsaleable**” has the meaning assigned to that term in **Section 4.1(b)**.

“**Volume Threshold**” means, with respect to any three month period described in **Exhibit B**, a number of hectoliters equal to forty percent (40%) of the Requirements for such three month period.

“**Voting Stock**” means (i) with respect to a corporation, the stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect or appoint at least a majority of the board of directors or trustees of such corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) and (ii) with respect to a partnership, limited liability company or business entity other than a corporation, the equity interests thereof.

1.2 Construction

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article,” “Section,” “Schedule” or “Exhibit” refer to the specified Article, Section, Schedule or Exhibit of this Agreement, unless otherwise specifically stated; (v) the words “include” or “including” shall mean “include, without limitation” or “including, without limitation;” and (vi) the word “or” shall be disjunctive but not exclusive.

(b) Unless the context otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context otherwise requires, references to statutes shall include all regulations promulgated thereunder and, except to the extent specifically provided below, references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement is the joint drafting product of the parties hereto and each provision has been subject to negotiation and agreement and shall not be construed for or against any party as drafter thereof.

(e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(f) All amounts in this Agreement are stated and shall be paid in United States dollars.

ARTICLE II SUPPLY OF PRODUCT LINE

2.1(a) On and after the date hereof, subject to **Section 5.1**, Supplier shall be obligated to supply to Crown during each calendar year the Requirements not supplied by the Brewery and Eligible Suppliers. In the event members of the Modelo Group from which Supplier purchases Product do not have sufficient quantities of Beer of the brands subject to this Agreement and produced in Mexico to supply all their domestic and export customers

(including, without limitation, for adequate inventory purposes), allocation of Beer of such brands shall be made no less favorably to Crown (through Supplier) for importation and sale within the Territory than to any other customers of such members of the Modelo Group or markets, including the domestic market of Mexico.

(b) In producing and packaging the Products, Supplier shall comply with its customary and established quality standards, and applicable law, including the law of any State in the Territory in which the Products are sold.

2.2 All orders for Product under this Agreement shall be made by Crown specifying the type of Product ordered and the quantities thereof. Subject to **Section 2.1** and Force Majeure, each such order shall constitute a binding obligation between Crown and Supplier in accordance with the terms of this Agreement five (5) days after receipt thereof by Supplier on the terms of the order, subject to modifications that the parties agree to within such five-day period.

2.3 EXCEPT AS STATED IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING PRODUCT.

2.4 Supplier will supply Product to Crown FOB the Designated Brewery (whether rail or other transportation as requested by Crown). Subject to Force Majeure, all Product to be supplied to Crown by Supplier pursuant to an order under **Section 2.2** shall be delivered within thirty (30) days of final Production, and (i) in no event more than thirty (30) days after the end of the calendar month in which such order is to be filled under **Section 2.5** and (ii) in a manner consistent in all material respects with the ordinary course of business of the Designated Brewery during the twenty-four (24) months immediately preceding the date hereof. Crown guarantees to Supplier the payment of all freight, customs, handling and other charges incurred with respect to Product after delivery to Crown. Supplier will not charge for packing, boxing or crating a shipment of Product.

2.5 Crown shall use its commercially reasonable efforts to deliver to Supplier not later than the fifth (5) working day of each calendar month requests covering, in the aggregate, all Product that Crown wishes to purchase from Supplier during the succeeding calendar month or, in the case of Negra Modelo and Corona Light, the second succeeding calendar month. To the extent compatible with Crown's resale prospects and each party's obligations under this Agreement, the parties respectively shall use their commercially reasonable efforts to the end that the deliveries contemplated in corresponding orders occur at reasonably uniform volumes and intervals during any Fiscal Year and within each calendar month. Crown shall use its commercially reasonable efforts to maintain adequate inventories and distribution channels to meet its sales responsibilities hereunder without undue pressure on production schedules of the Modelo Group.

2.6 All terms and conditions set forth on any order shall be of no force and effect, other than the type of Product ordered, the quantities ordered and the mode of transportation if other than rail.

2.7 Anything in **Section 2.2** to the contrary notwithstanding, in the event of any conflict between the provisions of any order and the provisions of this Agreement (including without limitation terms of payment and warranties concerning Product), the provisions of this Agreement shall govern.

2.8 In connection with the transportation of Product from the Designated Brewery, Crown shall be responsible for:

(a) Providing Supplier with such information as may be reasonably required by Grupo Modelo to establish the daily and monthly shipping schedules of Designated Breweries;

(b) Monitoring the performance of the daily and monthly shipment schedules established and furnished to Crown by Supplier;

(c) Communicating to carriers the volume of Crown's orders theretofore accepted by Supplier;

(d) Monitoring carriers' adherence to the shipping schedules established by Grupo Modelo;

(e) Assisting Supplier in complying with requirements established by U.S. federal, state and local government agencies;

(f) In coordination with Supplier's Export Department, organizing transportation, designating the transport vehicles and equipment required for the Product to be shipped from the Designated Brewery and ordering such vehicles (Crown to be responsible for ordering the transportation and equipment vehicles from the transporter; however, Supplier to be responsible for (1) scheduling with the transporter times when the transporter will make transportation vehicles and equipment available as ordered by Crown at the Designated Brewery for loading, (2) making Product available for loading at scheduled times and (3) loading Product on the transportation vehicles so ordered by Crown at scheduled times, which tasks shall be performed by Supplier in a manner no less diligently than performed by Supplier for Crown during the twelve (12) month period immediately preceding the date hereof); and Supplier shall hold Crown harmless with respect to any demurrage or other claims of the transporter against Crown that result from Supplier not performing any of the actions described in clauses 1, 2 and 3 of this **Section 2.8(f)**);

(g) Processing (with the cooperation of Supplier, but without cost to, or liability of, Supplier) insurance and other claims for damage to Product arising after delivery FOB the Designated Brewery (including during any such transportation of such Product after such delivery) and taking the responsibility for destruction of damaged Product in accordance with **Section 4.3**;

(h) Cooperating with Supplier by providing such other assistance as may be reasonably required to effect the shipment of Product as provided in this Agreement;

(i) Not purporting to act in the name of Supplier when arranging for transportation of Product; and

(j) Making certain that no employee or other representative of Crown enters a brewery or other facility of a Designated Brewery or Supplier without use of visitor identification cards issued by such brewery or facility.

2.9 (a) Supplier shall notify Crown in advance of any changes to the country of origin or, other than de minimis changes, to the appearance, color, alcohol content, carbonation level or taste profile of a Product (which for avoidance of doubt shall include the Container thereof). No such changes shall be permitted if any such change would be reasonably likely to be adversely perceptible, without the prior written consent of Crown, which consent shall not be unreasonably withheld or delayed. If such consent is provided, then Crown shall have the right to use up any inventory of Product having the former appearance, color, alcohol content, carbonation level or taste profile or country of origin. If any such change effected pursuant to this subsection without the prior written consent of Crown is adversely perceptible, Supplier shall promptly halt such change and resume production of the Product in its prior state. For purposes of **Sections 2.9(a)** and **(b)**, a change shall be considered to be adversely perceptible if the ordinary average consumer of the Product perceives such change as having a negative effect on the Product.

(b) Supplier shall notify Crown in advance of any changes to the quality or structural integrity of a Container, other than de minimis changes. No such changes shall be permitted if any such change would be reasonably likely to be adversely perceptible or to adversely affect the quality and condition of the Product upon delivery to Crown or to the ultimate consumer, without the prior written consent of Crown, which consent shall not be unreasonably withheld or delayed. If such consent is provided, then Crown shall have the right to use up any inventory of Product packaged in the former Container. If any such change effected pursuant to this subsection without the prior written consent of Crown is adversely perceptible or adversely affects the quality and condition of the Product upon delivery to Crown or to the ultimate consumer, Supplier shall promptly halt such change and resume use of the former Containers.

(c) Supplier shall not discontinue any Product without the prior written consent of Crown, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in the foregoing, Supplier may discontinue a Product upon at least [****] written notice, without consent of Crown, if the Product is not sold in Mexico and the Product had [****] sales of less than [****] Cases (or if such Product is intended to be sold only in limited regions of the Territory because of regulatory restrictions in such region, for example restrictions relating to the alcohol content of Beer or special deposit requirements, had [****] sales of less than [****] Cases) in the Territory for [****] immediately prior to such discontinuance. If a Product is properly discontinued pursuant to this **Section 2.9(c)** by Supplier, then Crown shall have the right to use up any inventory of such discontinued Product.

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2.10 Supplier and Crown will cooperate and use commercially reasonable efforts to reduce their mutual costs of production, shipping and handling of the Products, improve timeliness of delivery and freshness of Products delivered to Crown and reduce damage to Products caused during transit from the breweries to Crown.

**ARTICLE III
PRICING AND PAYMENT PROCEDURES**

3.1 As to each Product, other than New Physical Units, the initial price on the Physical Units described in the Price Sheet to be charged by Supplier commencing on the date of this Agreement shall be stated as the "Price" in the Price Sheet for each Physical Unit, less, for each specified Price, \$1.82 per Physical Unit. The initial price for each New Physical Unit shall be the all in transfer price (including [****]) payable by Crown to Extrade II pursuant to the Importer Agreement between such parties for such New Physical Unit as such price is in effect on the date hereof, less \$1.82 per New Physical Unit. Prices for Physical Units shall be hereinafter described as "Prices." Prices shall be subject to the adjustments described below.

3.2 Within [****] of determining the "Final EBITDA Amount" (as defined in the Brewery Purchase Agreement), the existing Price for each Physical Unit shall be increased by \$1.82 per case and decreased by the quotient of the Final 2012 EBITDA Amount (but in no event higher than \$370,000,000) divided by 170,000,000 Cases. The Price Sheet shall then be promptly updated to reflect such adjustment. The revised Price shall be effective on and after the date of such determination, and such revision shall not affect the Price of any Product purchased and sold prior to such determination.

On the [****], the Price for each Product shall be increased or decreased from the Price previously in effect by the CPI Adjustment (including the effect of any adjustment previously effected pursuant to the preceding paragraph).

3.3 (a) Promptly after effecting a shipment of Product to Crown, Supplier shall so notify Crown and provide to Crown an invoice for such shipment. Crown having received such invoice from Supplier shall pay such invoiced price in United States Dollars within [****] days of receipt of such invoice. Crown shall be entitled to a discount of one percent of the Price for Product if (i) payment for such Product is made by Wednesday following the week in which such Product was shipped and (ii) Supplier receives the corresponding payment by wire transfer of immediately available funds to a bank account designated by Supplier. If the Price is not paid on its due date, the unpaid amount shall bear interest from the due date until paid at the rate of 1-1/2% per month or the maximum rate allowed by applicable law, whichever is lower.

(b) During any period in which Crown has not paid the purchase price for any Product delivered and sold hereunder within [****] days of receipt of the invoice thereof, Supplier shall not be obligated to deliver any additional Product hereunder unless Crown has made arrangements satisfactory to Supplier to pay the purchase price for such Product not later than the delivery of such Product to Crown.

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(c) At the end of each three-month period following the date hereof, Crown shall make a payment to Supplier, or shall receive a credit against amounts then owing to Supplier, [****] as described on **Exhibit B**.

ARTICLE IV PRODUCT QUALITY

4.1 The following provisions shall apply to Product after Production:

(a) Supplier warrants Product under normal conditions and circumstances to remain suitable for resale and consumption for a period of up to one hundred eighty (180) days from the date of final Production. Supplier further warrants that when received by Crown from Supplier the appearance, color, alcohol content, carbonation level and taste profile of a Product (which for the avoidance of doubt will include the quality and structural integrity of the Container thereof) produced by a Designated Brewery will be consistent in all material respects with the appearance, color, alcohol content, carbonation level and taste profile of a Product (which for the avoidance of doubt will include the quality and structural integrity of the Container thereof) produced by such Designated Brewery and received by Crown from Supplier during the twenty-four (24) month period immediately prior to the date hereof.

(b) As used herein, “**Extended Storage**” means the elapsing of more than thirty (30) days between the date any Product sold under this Agreement reaches its first storage in the United States of America and the date such Product is received by a retailer or other direct purchaser from Crown. Crown acknowledges that it is Supplier’s policy to avoid Extended Storage. To the extent permitted by law Crown shall use commercially reasonable efforts to support said policy. Either party may, at its option and sole expense, at any time, cause J.E. Siebel Sons’ Company, Inc. (or any other third-party investigator approved in writing by Supplier and Crown) to examine samples of any quantity of Product (and the corresponding Containers) sold under this Agreement and in the possession of Crown or any retailer or other purchaser for resale, and to advise Crown and Supplier in writing whether the Product so examined is suitable for resale and consumption (hereinafter called “**saleable**”). In the event such Product is so determined not to be saleable (hereinafter called “**unsaleable**”):

1. Crown shall, upon written request from Supplier, be obligated to arrange for the destruction of unsaleable Product and replace the same with saleable Product and may otherwise do so at its option.

2. Supplier shall bear the cost of any such destruction and cost of replacement of such Product at laid-in cost to Crown, to the extent such Product is unsaleable due to a breach of Supplier’s warranty in **Section 4.1(a)**.

3. In the event Supplier requests such destruction and the Product is not unsaleable due to a breach of Supplier’s warranty in **Section 4.1(a)**, then Crown shall bear the cost of such destruction and replacement.

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4.2 In the event Product or a Container is damaged in transit after same is delivered FOB the Designated Brewery for a period up to one hundred eighty (180) days from the date of final Production, whether prior to or after the time same leaves Mexico, Crown shall so inform Supplier and shall cooperate with Supplier as to (1) whether the corresponding Product or Container should be destroyed because the damage has rendered the Product or Container unsaleable, and, if so, (2) the time, place and manner of such destruction, provided that Supplier shall indemnify Crown for any losses, costs or expenses incurred by Crown relating to any such destruction not covered by insurance.

4.3 If Crown destroys any Product pursuant to **Section 4.1** or **4.2**, an authorized officer of Crown shall execute and deliver to Supplier a certificate in the form of **Exhibit A** certifying as to such destruction, and Supplier shall cooperate with Crown to accomplish any such destruction but, except as otherwise provided in **Section 4.1(b)**, Crown shall be responsible for all costs of such destruction. In addition, any insurance policy of Crown covering Product shall require the insurer issuing such policy not to take any action inconsistent with the terms of **Sections 4.1** and **4.2**. Upon obtaining any such insurance policy, Crown shall promptly furnish Supplier with a copy of the same.

ARTICLE V REPORTS

5.1 Crown shall deliver to Supplier the following:

(a) Not later than sixty (60) days prior to the beginning of each Fiscal Year, a Forecast Report in the electronic form customarily provided by Crown to Supplier indicating by calendar months the purchases of Product Crown expects to make during such year under this Agreement by brand, label, package and any other distinguishing presentation required by governmental authorities.

(b) Not later than twenty (20) days prior to the beginning of each calendar month, a Forecast Report Update in the electronic form customarily provided by Crown to Supplier updating, for the calendar months remaining in such year, the Forecast Report originally delivered for the corresponding Fiscal Year.

(c) Crown shall be obligated to purchase not less than [****] of the amount forecast in each Forecast Report Update for the first calendar month next succeeding such Forecast Report Update and Supplier shall not be obligated to sell to Crown more than [****] of the amount forecast for such calendar month, and Crown shall be obligated to purchase not less than [****] of the amount forecast in each Forecast Report Update for the second calendar month next succeeding such Forecast Report Update and Supplier shall not be obligated to sell to Crown more than [****] of the amount forecast for such calendar month.

(d) For January of each Fiscal Year, Crown shall be obligated to purchase not less than [****] of the amount forecast in the respective Forecast for such month and Supplier shall not be obligated to sell to Crown more than [****] of the amount forecast for such month

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and, subject to the rights and obligations of Crown and Supplier arising out of the Forecast Report Update as described in **Section 5.1(c)**, for February of each Fiscal Year, Crown shall be obligated to purchase not less than [****] of the amount forecast in the respective Forecast for such month and Supplier shall not be obligated to sell to Crown more than [****] of the amount forecast for such month.

5.2 Crown shall deliver each report required by **Section 5.1** by such means of electronic transmission or delivery as Supplier may reasonably request from time to time.

5.3 Supplier may at its own expense, upon reasonable advance notice to Crown, through accountants or other representatives designated by Supplier for such purposes, enter during normal business hours any storage facility or business office owned or controlled by Crown and examine such facilities, inventories and that portion of the books and records of Crown needed to determine the accuracy of any report delivered under, or compliance by Crown with, this Agreement. Crown may at its own expense, upon reasonable advance notice to Supplier, through accountants or other representatives designated by Crown for such purposes, enter during normal business hours any storage or production facility or business office owned or controlled by Supplier and examine such facilities, inventories and that portion of the books and records of Supplier needed to determine compliance by Supplier with this Agreement; provided that any such access on behalf of Supplier or Crown to confidential information, data and work papers shall be provided solely to such accounting firm on a clean room basis and such accounting firm shall not have the right to provide any such confidential information, or any summaries thereof, to Crown or Supplier, as the case may be, or any of its Affiliates.

5.4 (a) Unless otherwise agreed to in writing by Crown, Supplier agrees (and Supplier agrees to cause its Affiliates) (a) to keep confidential all Confidential Information of Crown and not to disclose or reveal any of such Confidential Information to any Person other than (i) those directors, officers, employees, stockholders, legal counsel, accountants, and other agents of Supplier or its Affiliates who are actively and directly participating in the performance of the obligations and exercise of the rights of Supplier under this Agreement, and (b) not to use Confidential Information of Crown for any purpose other than in connection with the performance of the obligations and exercise and enforcement of the rights of Supplier hereunder. The obligation to maintain confidentiality of and restrictions on the use of Confidential Information hereunder, shall include with respect to any Confidential Information obtained by Supplier and its Affiliates prior to the date hereof.

(b) If Supplier is required by law, court order or government order or regulation to disclose Confidential Information, Supplier shall provide notice thereof to Crown and, after consultation with Crown and, at the sole cost and expense of Crown, reasonably cooperating with Crown to object to or limit such disclosure, shall be permitted to disclose only that Confidential Information so required to be disclosed.

5.5 Unless otherwise agreed to in writing by Supplier, Crown agrees (and Crown agrees to cause its Affiliates) (a) to keep confidential all Confidential Information of Supplier

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

and the Modelo Group and not to disclose or reveal any of such Confidential Information to any Person other than (i) those directors, officers, employees, stockholders, legal counsel, accountants, and other agents of Crown or its Affiliates who are actively and directly participating in the performance of the obligations and exercise of the rights of Crown under this Agreement, and (b) not to use Confidential Information of Supplier and the Modelo Group for any purpose other than in connection with the performance of the obligations and exercise and enforcement of the rights of Crown hereunder. The obligation to maintain confidentiality of and restrictions on the use of Confidential Information hereunder, shall include with respect to any Confidential Information obtained by Crown prior to the date hereof.

If Crown is required by law, court order or government order or regulation to disclose Confidential Information, Crown shall provide notice thereof to Supplier and, after consultation with Supplier and, at the sole cost and expense of Supplier, reasonably cooperating with Supplier to object to or limit such disclosure, shall be permitted to disclose only that Confidential Information so required to be disclosed.

5.6 The parties agree that the confidential information of Crown relating to pricing or sales is competitively sensitive, and Supplier shall establish, implement and maintain procedures and take such other steps that are reasonably necessary to prevent any disclosure of such information to its employees and those of its Affiliates who have direct responsibility for marketing, distributing or selling Beer (other than the Products) in the United States.

ARTICLE VI COMPLIANCE WITH LAWS

6.1 During the term of this Agreement, Crown shall obtain and maintain in good standing, or otherwise have valid access to, all U.S. (federal and state) licenses required for the performance of this Agreement by Crown, including without limitation all licenses required for the importation or sale of Product in the Territory ("**Requisite Licenses**"). Within thirty (30) days after the amendment, loss or new issuance of any Requisite License (other than ordinary course annual or other renewals or amendments), Crown shall deliver to Supplier written notice thereof.

6.2 Crown agrees (a) to comply with all laws applicable to the selling of Product, including, without limitation, those relating to labels and identifying marks on Containers, and to comply with the Foreign Corrupt Practices Act and similar laws applicable to Crown or the Import Business and (b) not to commit any act that will subject Supplier to any civil, criminal, or other liability. Crown agrees to indemnify and hold Supplier harmless with respect to any breach by Crown of the preceding sentence.

6.3 As regards laws relating to labels or other identifying marks on Containers supplied by Supplier, Crown shall be deemed to have fully satisfied Crown's obligations if, within a reasonable period prior to Supplier's shipment of Product identified by any new form of label or mark, Crown obtains approval of the labels or marks to be used on such Container and advises Supplier fully and correctly in writing of all requirements of corresponding law. After receipt from Crown of such written advice, Supplier shall be responsible for the labeling and marking of Containers in conformity with such advice.

6.4 As and when requested by Crown, Supplier shall use its commercially reasonable efforts to sign and deliver to Crown such documents as Crown requires for filing with governmental authorities to comply with laws applicable to the importation or sale of Product.

6.5 Supplier and Crown agree that the federal and state laws governing the rights and obligations of brewers or suppliers of Beer and their wholesalers shall not apply as between themselves in connection with the transactions described herein.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Crown agrees to indemnify and hold harmless Supplier from and against any and all claims, losses, liabilities, costs and expenses (including reasonable fees and disbursements of attorneys) arising out of any resale of any damaged or unsaleable Product by Crown. Supplier agrees to indemnify and hold harmless Crown from and against, any and all claims, losses, liabilities costs and expenses (including reasonable fees and disbursements of attorneys) arising (a) out of any failure to label and mark Containers supplied by Supplier in conformity with law or (b) out of any actual or alleged defect in the manufacture of Product or Containers supplied by Supplier, including but not limited to those based on or resulting from damages actually or allegedly caused to persons or the property of third parties by reason of any such failure or defect. The provisions of this **Section 7.1** shall survive the expiration or other termination of this Agreement with respect to any claim, loss, liability, cost or expense, whenever incurred or asserted, arising out of any act, omission or condition that preceded such expiration or termination.

7.2 Crown represents to Supplier that (a) Crown shall maintain at all times during the term of this Agreement with a reputable insurance company domiciled in the United States of America a multiperil policy covering (subject to customary deductibles) liability to third parties for personal injury in such amounts (both aggregate and per occurrence) as may be customary in the Beer industry in the United States of America, but not less than \$10,000,000.00, and for property damage in such amounts (both aggregate and per occurrence) as may be customary in the Beer industry in the United States of America, but not less than \$10,000,000.00, arising from the importation and sale of Product under this Agreement, together with excess liability insurance, in umbrella form, with limits of at least \$5,000,000 for each occurrence with no aggregate limit, and (b) Crown will maintain such policy naming Supplier as an additionally insured party (or a replacement insurance policy providing no less coverage which is obtained from a reputable insurance company domiciled in the United States of America) in effect so long as this Agreement remains in force.

7.3 Supplier represents to Crown (a) that Supplier shall maintain at all times during the term of this Agreement with a reputable insurance company similar insurance covering (subject to customary deductibles) liability to third parties for personal injury in such amounts (both aggregate and per occurrence) as may be customary in the Beer industry in Mexico, but not less than \$10,000,000.00, and for property damage in such amounts (both aggregate and per occurrence) as may be customary in the Beer industry in Mexico, but not less than \$10,000,000.00, arising from the importation and sale of Product under this Agreement,

together with excess liability insurance, in umbrella form, with limits of at least \$5,000,000 for each occurrence with no aggregate limit, and (b) that Supplier will maintain such policy naming Crown as an additionally insured party (or a replacement insurance policy providing no lesser coverage which is obtained from a reputable insurance company) in effect so long as this Agreement remains in force.

7.4 With respect to the insurance described in **Sections 7.2** and **7.3**, (a) each party shall pay all costs and expenses of the insurance it carries, and (b) each party shall promptly deliver to the other, at the request of the other, a copy of the insurance policies and other documentation evidencing compliance with such party's obligations to maintain such insurance.

ARTICLE VIII TERM; TERMINATION

8.1(a) Except as provided below, the term of this Agreement shall commence on the date hereof and shall terminate on the third anniversary hereof. For the avoidance of doubt, any extensions provided below are subject to the approval by the DOJ pursuant to the Final Judgment.

(b) If Crown and its Affiliates have not completed the Brewery Expansion Plan on or prior to on the third anniversary hereof, Crown may provide written notice to Supplier not later than one hundred twenty (120) days prior to such date stating that despite the reasonable efforts of Crown and its Affiliates to complete such Brewery Expansion Plan, which statement shall not be subject to review or challenge by Supplier, continuing supply of Product is required, the terms and provisions of this Agreement shall continue for an additional year, or such lesser period as Crown may set forth in the notice. Prior to the DOJ's decision to approve or deny any extension as described in **Section 8.1(a)**, Supplier shall conduct itself as if the extension set forth in any such notice from Crown will be permitted by the DOJ.

(c) If Crown and its Affiliates have not completed the Brewery Expansion Plan on or prior to the end of any additional term implemented pursuant to **Section 8.1(b)**, Crown may provide written notice to Supplier not later than one hundred twenty (120) days prior to the end of such additional term stating that despite the reasonable efforts of Crown and its Affiliates to complete such Brewery Expansion Plan, which statement shall not be subject to review or challenge by Supplier, continuing supply of Product is required, the terms and provisions of this Agreement shall continue for an additional year, or such lesser period as Crown may set forth in the notice. Prior to the DOJ's decision to approve or deny any extension as described in **Section 8.1(a)**, the Supplier shall conduct itself as if the extension set forth in any such notice from Crown will be permitted by the DOJ.

(d) Under no circumstances shall the term of this Agreement exceed five (5) years.

8.2 Supplier may terminate this Agreement upon written notice to Crown following a Change of Control. Any such termination shall become effective on the sixtieth (60th) day after delivery of such notice to Crown.

8.3 Upon expiration of this Agreement, the obligations of the parties to supply and purchase Products shall terminate, but all rights and obligations accrued or relating to periods prior to the date of expiration shall continue and remain in full force and effect.

**ARTICLE IX
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws that would require application of the substantive laws of any other jurisdiction. Crown and Supplier agree that the International Convention on the Sale of Goods shall not apply to this Agreement. Crown and Supplier irrevocably consent to the exclusive personal jurisdiction and venue of the courts of the State of New York or the federal courts of the United States, in each case sitting in New York County, in connection with any action or proceeding arising out of or relating to this Agreement. Crown and Supplier hereby irrevocably waive, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of such action or proceeding brought in such a court and any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum. Crown and Supplier irrevocably consent to the service of process with respect to any such action or proceeding in the manner provided for the giving of notices under **Section 10.4**, provided, the foregoing shall not affect the right of either Crown or Supplier to serve process in any other manner permitted by law. Crown and Supplier hereby agree that a final judgment in any suit, action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any manner provided by applicable law.

**ARTICLE X
MISCELLANEOUS**

10.1 Neither party may assign any right under this Agreement without the prior written consent of the other party, provided that (i) Crown may assign this Agreement and its rights and obligations hereunder to any (A) Subsidiary of Constellation who agrees in writing to be bound by all terms and conditions of this Agreement and in that event such assignee shall be deemed to be Crown for all purposes of this Agreement, or (B) Person to whom Constellation Beers Ltd. assigns the Sub-License Agreement; provided, however, for any other assignment by Crown hereunder (other than to a Prohibited Owner) the prior written consent of Supplier shall not unreasonably be withheld; (ii) Supplier may assign this Agreement and its rights and obligations hereunder to any Subsidiary of ABI and in that event such assignee shall be deemed to be Supplier for all purposes of this Agreement; and (iii) Supplier may assign to one or more Subsidiaries of Grupo Modelo owning a Designated Brewery the rights and obligations hereunder to sell, supply and receive payment for the Product to Crown produced by the respective Designated Brewery, and in that event any such assignee in performing or enforcing such rights and obligations shall be deemed to be Supplier for purposes of this Agreement. Any purported assignment not in strict compliance with the preceding sentence shall be null and void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10.2 The captions used in this Agreement are for convenience of reference only and shall not affect any obligation under this Agreement.

10.3 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall constitute and be binding to the same extent as originals. This Agreement may not be amended except by an instrument in writing signed by both parties.

10.4 Any notice, claims, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and will be duly given if: (a) personally delivered, (b) sent by facsimile or (c) sent by Federal Express or other reputable overnight courier (for next Business Day delivery), shipping prepaid as follows:

If to Crown: Crown Imports LLC
One South Dearborn St, Suite 1700
Chicago, IL 60603
Attention: President
Telephone: +1 (312) 873-9600
Facsimile: +1 (312) 346-7488

With a copy to
(which copy shall
not serve as notice
hereunder): Constellation Brands, Inc.
207 High Point Drive, Building 100
Victor, New York 14564
Attention: General Counsel
Telephone: +1 (585) 678-7266
Facsimile: +1 (585) 678-7103

With a second
copy to (which
copy shall not
serve as notice
hereunder): Nixon Peabody LLP
1300 Clinton Square
Rochester, NY
Attention: James O. Bourdeau
Telephone: +1 (585) 263-1000
Facsimile: +1 (585) 263-1600

If to Supplier: Grupo Modelo, S.A.B. de C.V.
Av. Javier Barnos Sierra
555-3 Piso
Col. Santa Fe
01210 Mexico, D.F.
Attention: General Counsel
Telephone: + (5255) 2266-0000
Facsimile: + (5255) 2266-0000

With a copy to
(which copy shall
not serve as notice Anheuser-Busch InBev
Brouwerijplein 1
Leuven 3000

hereunder): Belgium
Attention: Chief Legal Officer and Company Secretary
Telephone: + 32 16 27 69 42
Facsimile: + 32 16 50 66 99

With a second
copy to (which
copy shall
not serve as notice
hereunder): Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Frank J. Aquila
George J. Sampas
Krishna Veeraraghavan
Telephone: +1 (212) 558-4000
Facsimile: +1 (212) 558-3588

or such other address or addresses or facsimile numbers as the person to whom notice is to be given may have previously furnished to the others in writing in the manner set forth above. Notices will be deemed given at the time of personal delivery, if sent by facsimile, when sent with electronic notification of delivery or other confirmation of delivery or receipt, or, if sent by Federal Express or other reputable overnight courier, on the day of delivery.

10.5 This Agreement, and the various Schedules and Exhibits thereto, the Membership Interest Purchase Agreement, the Sub-license Agreement, Brewery Acquisition Agreement and the various Schedules and Exhibits thereto, embody all of the understandings and agreements of every kind and nature existing between the parties hereto with respect to the transactions contemplated hereby, and supersede all prior discussions, negotiations and agreements between the parties concerning the subject matter thereof.

10.6 To the extent that any provision of this Agreement is invalid or unenforceable in the Territory or any state or other area of the Territory, this Agreement is hereby deemed modified to the extent necessary to make it valid and enforceable within such state or area, and the parties shall promptly agree in writing on the text of such modification.

10.7 The parties acknowledge that a breach or threatened breach by them of any provision of this Agreement will result in the other entity suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, the parties agree that any party may, in its discretion (and without limiting any other available remedies), apply to any court of law or equity of competent jurisdiction for specific performance and injunctive relief (without necessity of posting a bond or undertaking in connection therewith) in order to enforce or prevent any violations of this Agreement, and any party against whom such proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law and agrees not to raise the defense that the other party has an adequate remedy at law. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce such provision at any later time. No waiver by any party of any provision, or the breach of any provision, contained in this Agreement shall be deemed to be a further or continuing waiver of such or any similar provision or breach.

10.8 This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement shall give any other Person any legal or equitable right, remedy or claim under or with respect to this Agreement or the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GRUPO MODELO, S.A.B. DE C.V.

By: /s/ Margarita Hugues
Name: Margarita Hugues
Title: Attorney in fact

By: /s/ Gabriel Aponte
Name: Gabriel Aponte
Title: Attorney in fact

CROWN IMPORTS LLC

By: /s/ William F. Hackett
Name: William F. Hackett
Title: President

[Signature Page to Interim Supply Agreement]

EXHIBIT A

CERTIFICATE OF OFFICER

All capitalized terms herein are used as defined in the Interim Supply Agreement between Grupo Modelo, S.A.B. de C.V. and Crown Imports LLC, dated [], 2013 (the "Agreement"). The undersigned, , does hereby certify that he is the duly elected and presently incumbent of Crown Imports LLC, and that as such he is familiar with the facts herein certified and is duly authorized to execute the certificate on behalf of Crown Imports LLC, and does hereby further certify that:

1. Pursuant to Section 4.2 and Section 4.3 of the Agreement, Shipment No. of Product, which was determined to be unsaleable on by , was destroyed on .

IN WITNESS WHEREOF, the undersigned has executed this certificate this day of , .

Name:
Title:

EXHIBIT B

Promptly after the end of each calendar month, beginning with the first calendar month concluding after the date hereof, Crown will calculate the Monthly Freight Adjustment. No more than [****] after the end of each three-month period hereafter, Crown will provide to Supplier, in writing, the Quarterly Freight Adjustment for such three-month period, which Quarterly Freight Adjustment may be a positive or negative amount. If any Quarterly Freight Adjustment is a positive number, then Supplier shall provide Crown with a credit against amounts owing to Supplier in the amount of such Quarterly Freight Adjustment, and if any Quarterly Freight Adjustment is a negative number, then Crown shall make a payment to Supplier, at the same time of payment of the next invoice from Supplier, in any amount equal to such Quarterly Freight Adjustment. An example calculation of a freight adjustment is attached hereto as **Exhibit B-1**.

If in any three month period Supplier sells to Crown Products exceeding the Volume Thresholds, and the Designated Breweries for any such Product were other than [****], all volume delivered from such other Designated Breweries shall be excluded from the calculation hereunder subject to the next sentence. If the volume delivered from such other Designated Breweries exceeds the Excess, volume delivered from such other Designated Breweries in the amount of the Excess shall be excluded from the calculation hereunder, and such excluded volume shall be allocated pro rata among such other Designated Breweries based on the shipment volumes therefrom for such three month period. Crown shall be obligated to pay the freight costs of all volume excluded hereby without contribution by Supplier.

For purposes of this Exhibit B:

“**Monthly Freight Adjustment**” means, for any month, [****]

“**Quarterly Freight Adjustment**” means, for any quarter, the sum of Monthly Freight Adjustments for the three preceding months.

“**Aggregate Current Freight Rate (bottles)**” means, for any month, [****]

“**Aggregate Current Freight Rate (cans)**” means, for any month, [****]

“**Aggregate Current Freight Rate (kegs)**” means, for any month, [****]

[****]

“**Aggregate Base Freight Rate (Bottles)**” means [****]

“**Aggregate Base Freight Rate (Cans)**” means [****]

“**Aggregate Base Freight Rate (Kegs)**” means [****]

[****]

B-1

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

EXHIBIT B-1

EXAMPLE OF QUARTERLY FOREIGN FREIGHT ADJUSTMENT

Monthly Foreign Freight Adjustment

Product Type & Brewery	Base Foreign Freight Rate	Actual Cases Shipped	Current Normalized Foreign Freight	Aggregate Current Foreign Freight Rate
BOTTLES				
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
TOTAL		[****]	\$ [****]	\$ [****]
CANS				
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
TOTAL		[****]	\$ [****]	\$ [****]
KEGS				
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
[****]	\$ [****]	[****]	\$ [****]	
TOTAL		[****]	\$ [****]	\$ [****]

B-1-1

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Monthly Foreign Freight Adjustment Calculation

Total Modelo	Aggregate Current Foreign Freight Rate	Aggregate Base Foreign Freight Rate	Total Cases Shipped	Foreign Freight Adjustment
Bottles	\$ [****]	\$ [****]	[****]	\$ [****]
Cans	\$ [****]	\$ [****]	[****]	\$ [****]
Kegs	\$ [****]	\$ [****]	[****]	\$ [****]
Total Crown (Payable) / Receivable			[****]	\$ [****]

* Base Foreign Freight Rate for [****], to be agreed upon by the parties in good faith in a manner consistent with the goals of this adjustment mechanism.

Quarterly Foreign Freight Adjustment Calculation

* Sum of the Total Crown (Payable) / Receivable for the 3 month period

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

AMENDED AND RESTATED SUB-LICENSE AGREEMENT

BETWEEN

MARCAS MODELO, S. DE R.L. DE C.V.

AND

CONSTELLATION BEERS LTD.

DATED: JUNE 7, 2013

AMENDED AND RESTATED SUB-LICENSE AGREEMENT

This Amended and Restated Sub-license Agreement (“**Agreement**”), dated this 7th day of June, 2013, is by and between Marcas Modelo, S. de R.L. de C.V., organized under the laws of Mexico (“**Marcas Modelo**”), and Constellation Beers Ltd., a Maryland corporation (“**Constellation Beers**”), and amends and replaces, in its entirety, that certain Sublicense Agreement dated the 2nd day of January, 2007, as subsequently amended (the “**Original Agreement**”) by and between Marcas Modelo and Crown Imports LLC, a Delaware limited liability company (“**Crown**”).

WITNESSETH:

WHEREAS, on July 17, 2006, Diblo, S.A. de C.V., a Mexican variable stock corporation, and Barton Beers, Ltd., a Maryland corporation (“**Barton**”), agreed to establish and engage in a joint venture for the principal purpose of importing, marketing and selling Product (as defined below), and, in connection therewith, on January 2, 2007, caused Crown to be formed and Crown and Extrade II, S.A. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico (“**Extrade II**”) to enter into the Original Agreement;

WHEREAS, on February 4, 2009, Barton changed its name to Constellation Beers Ltd.;

WHEREAS, on June 28, 2012, Anheuser-Busch InBev SA/NV (“**ABI**”), Constellation Brands, Inc. (“**Constellation**”), Constellation Beers and Constellation Brands Beach Holdings, Inc. (“**Beach Holdings**”) entered into that certain Membership Interest Purchase Agreement (the “**Membership Interest Purchase Agreement**”), pursuant to which ABI and Constellation agreed, *inter alia*, to amend and restate the Original Agreement;

WHEREAS, on February 13, 2013, ABI, Constellation, Constellation Beers and Beach Holdings amended the Membership Interest Purchase Agreement to provide for the amendment and restatement of the Original Agreement as set forth herein;

WHEREAS, on April 19, 2013, ABI, Constellation, Constellation Beers and Beach Holdings further amended the Membership Interest Purchase Agreement;

WHEREAS, on February 13 2013, ABI and Constellation have entered into that certain Stock Purchase Agreement (the “**Brewery SPA**”), pursuant to which Constellation agreed to purchase, or cause to be purchased by its designee(s), all of the issued and outstanding shares of capital stock of Compañía Cervecería de Coahuila, S.A. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico, and all of the issued and outstanding shares of capital stock of Servicios Modelo de Coahuila, S.A. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico;

WHEREAS, on February 13, 2013, ABI and Constellation amended the Brewery SPA;

WHEREAS, pursuant to the Interim Supply Agreement (as defined below), beginning on the date hereof, Grupo Modelo (defined below) will supply to Crown Interim Products (as defined below);

WHEREAS, substantially contemporaneously with the execution of this Agreement, Constellation Beers or its assignee intends to sublicense directly or indirectly certain rights provided by this Agreement to Crown (the "**Crown Sub-License**");

WHEREAS, for United States federal income tax purposes, Marcas Modelo and Constellation Beers intend to treat the execution of this Agreement together with the Crown Sub-License as a sale by Marcas Modelo of its rights and responsibilities under the Original Agreement, together with such other rights and responsibilities as are further described in this Agreement, to Constellation Beers in exchange for all or a portion of the payments provided for in that certain Brewery SPA, dated as of February 13, 2013, as amended by the First Amendment to Stock Purchase Agreement, made and entered into as of April 19, 2013, between ABI and Constellation; and

WHEREAS, it is the intent of the parties that Constellation Beers shall have the right to make, and have made Importer Products (as defined below), pursuant to the terms of this Agreement and Marcas Modelo agrees to grant Constellation Beers the rights set forth herein with respect thereto.

NOW, THEREFORE, in consideration of the payment as provided for in that certain Brewery SPA, dated as of February 13, 2013, as amended by the First Amendment to Stock Purchase Agreement, made and entered into as of April 19, 2013, between ABI and Constellation, and those covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 For purposes of this Agreement, the following terms have the meanings set forth below:

"**ABI**" has the meaning assigned to that term in the Recitals.

"**Abandoned Trademarks**" means those trademarks evidenced by the trademark applications and registrations described in **Exhibit A** to this Agreement.

"**Additional Trademarks**" means those trademarks evidenced by the trademark applications and registrations described in **Exhibit B** to this Agreement, as such Exhibit may be amended or supplemented from time to time in accordance with this Agreement.

"**Affiliate**" of any Person means any other Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning assigned to that term in the Preamble.

“**Bankruptcy Code**” has the meaning assigned to that term in **Section 9.11**.

“**Barton**” has the meaning assigned to that term in the Recitals.

“**Beach Holdings**” has the meaning assigned to that term in the Recitals.

“**Beer**” means beer, ale, porter, stout, malt beverages, and any other versions or combinations of the foregoing, including non-alcoholic versions of any of the foregoing.

“**Bottle Designs**” means the shape and designs of bottles that bear any Trademark or constitute Trade Dress.

“**Brand Extension Beer**” means Beer packaged in Containers bearing a Brand Extension Mark.

“**Brand Extension Mark**” means a Mark that is a derivative of one or more of the Trademarks for use in the marketing, merchandising, promotion, advertisement (including sponsorship activities in connection with the foregoing), licensing, distribution and sale of Mexican-style Beer.

“**Brand Guidelines**” means the applicable Brand Guidelines for an Interim Product or Importer Product as attached hereto as **Exhibit C**.

“**Brewery SPA**” has the meaning assigned to that term in the Recitals.

“**Brewing Territory**” means Mexico; provided, however, if at any time after the date of this Agreement (a) Modelo Group manufacturers or has manufactured on its behalf any Product outside of Mexico (other than as a result of a Force Majeure Event, and in that case, only to the extent of, and for the duration of, such Force Majeure Event), the “Brewing Territory” with respect to such Product shall automatically be deemed to be worldwide (including, for clarity, for purposes of brewing using a high gravity process); and (b) upon occurrence of a Force Majeure Event adversely affecting the capacity of the brewing facilities of Constellation or its Affiliates in Mexico to meet demand for Products, then, for the duration of such Force Majeure Event, the Brewing Territory with respect to Beer produced at such facility shall be worldwide (including, for clarity, for purposes of brewing using a high gravity process).

“**Business Day**” means any day, other than Saturday, Sunday or a day on which banking institutions in New York, New York, Chicago, Illinois, or Mexico City, Mexico are authorized or obligated by law to close.

“**Chelada Trademarks**” means those Trademarks evidenced by the trademark registrations and applications described in **Exhibit E** to this Agreement.

“Confidential Information” means all information and materials regarding the business of either party that are identified in writing by the party to be confidential information or which a party should reasonably believe to be confidential information of a party, including business plans, formulas, know-how, Yeast, financial information, historical financial statements, financial projections and budgets, historical and projected sales, pricing strategies and other pricing information, marketing plans, research and consumer insights, capital spending budgets and plans, the names and backgrounds of key personnel, personnel policies, plans, training techniques and materials, organizational strategies and plans, employment or consulting agreement information, customer agreements and information (including for distributors or retailers), names and terms of arrangements with vendors or suppliers, or other similar information, all of which includes all non-public data, information and materials delivered to Marcas Modelo or Grupo Modelo pursuant to the inspection rights set forth herein, including **Sections 3.6, 3.7 and 3.8**, whether or not marked as or otherwise reasonably believed to be confidential. Inadvertent failure to identify information as confidential, may be corrected by the producing person by written notice to the other party, and once confidential information has been identified as Confidential Information by a party, failure to do so in all communications containing that information shall not cause the information to be treated in a non-confidential manner. **“Confidential Information”** does not include, however, information which (a) is or becomes generally available to the public other than as a result of a breach by the receiving party or its Affiliates of its obligations of confidentiality and non-use set forth herein, (b) was available to the receiving party or its Affiliates on a non-confidential basis prior to its disclosure by the disclosing party, or (c) becomes available to the receiving party on a non-confidential basis from a person other than Constellation Beers or any of its Affiliates.

“Confidentiality Agreement” has the meaning assigned to that term in **Section 9.6**.

“confusingly similar” (or **“likely to cause confusion”**) means, with respect to any use of a Mark or elements of trade dress that are protectable under applicable law, that such use would be determined to give rise to a likelihood of confusion pursuant to federal trademark law as interpreted and applied in the federal courts in the State of New York.

“Constellation” has the meaning assigned to that term in the Recitals.

“Constellation Beers” shall have the meaning assigned to that term in the Preamble, and shall include any assign of Constellation Beers permitted under **Section 9.1** of this Agreement.

“Constellation Beers Indemnitees” has the meaning assigned to that term in **Section 5.2**.

“Container” means the bottle, can, keg or similar receptacle in which the Beer is directly placed.

“Crown” has the meaning assigned to that term in the Preamble.

“Crown Sub-License” has the meaning assigned to that term in the Recitals.

“Crown Trademarks” means those Trademarks evidenced by the following trademark registration numbers 3,584,879 (Crown Imports) and 3,581,601 (Crown Imports and Design).

“**Damages**” has the meaning assigned to that term in **Section 5.1**.

“**Disagreement Notice**” has the meaning assigned to that term in **Section 3.10(b)**.

“**Eligible Supplier**” means a Person, other than Constellation Beers and Grupo Modelo, that is capable of manufacturing Importer Products in a manner that meets or exceeds the Quality Standards.

“**Extrade II**” has the meaning assigned to that term in the Recitals.

“**Force Majeure Event**” means events or circumstances beyond the reasonable control of a party that significantly interfere with such party’s ability to manufacture Product at any brewing facility or deliver the Products to the Territory such as such events or circumstances arising from acts of God, strikes, lockouts or industrial disputes or disturbances, changes in law or governmental regulations, any taking or pending taking in condemnation or under the right of eminent domain or similar right, acts of civil or military authorities, civil disturbances, arrests or restraint from rulers or people, wars, acts of terrorism, riots, blockades, insurrections, epidemics, blights, plagues, landslides, lightning, earthquakes, fire, storm, weather, floods, washouts, explosions, strikes, the inability to obtain raw materials, the malfunction or breakdown of any machinery or equipment, the failure or malfunction of any utilities, telecommunications systems or common carriers, any labor, material or fuel shortages, or other physical supply or distribution constraints.

“**Foreign Bankruptcy Law**” has the meaning assigned to that term in **Section 9.11**.

“**Grupo Modelo**” means Grupo Modelo, S.A.B. de C.V., a sociedad anónima de capital variable organized under the laws of Mexico, and its Subsidiaries, or any of them.

“**Importer Product**” means Product or Brand Extension Beer produced in the Brewing Territory by Constellation Beers or on behalf of Constellation Beers or an Affiliate of Constellation Beers by a Supplier pursuant to a Supply Agreement, in each case, solely for import, distribution and sale, including resale, by Constellation Beers in the Territory.

“**Interim Product**” means Product supplied to Constellation Beers pursuant to the Interim Supply Agreement.

“**Interim Supply Agreement**” means that certain Interim Supply Agreement dated as of June 7, 2013 by and between Grupo Modelo, S.A.B de C.V., and Crown.

“**law**”, unless otherwise expressly stated in this Agreement, includes statutes, regulations, decrees, ordinances and other governmental requirements, whether federal, state, local or of other authority.

“**Liability Insurance**” has the meaning assigned to that term in **Section 5.3**.

“**Licensed Copyrights**” means all copyrights owned by either Constellation Beers or its Affiliates or Grupo Modelo, in each case, in and to Marketing Materials and Secondary Marketing Materials, as applicable.

“**Licensed Intellectual Property**” means the Licensed Copyrights, Licensed Other IP, Licensed Patents and the Trademarks.

“**Licensed Other IP**” means any of the following rights, including intellectual property rights, that are owned or controlled by Grupo Modelo existing as of the date of this Agreement or required to be provided pursuant to this Agreement with respect to Interim Products or Importer Products: (a) the Recipes, (b) the trade secrets and know-how (including methods and processes), that are used for formulating, manufacturing, producing and packaging Products including any such rights in and to Yeast, (c) protectable elements of the Trade Dress, and (d) the mold designs that may be protectable that are used in the manufacturing process of Containers for the Products for import, distribution and sale in the Territory.

“**Licensed Patents**” means all patents and any pending patent applications, if any, that are (a) owned as of the date of this Agreement by Grupo Modelo entities that are engaged in brewing, bottling or packaging of Products for distribution in the Territory (including divisions, continuations, continuations-in-part, extensions and reissues claiming priority to any of the foregoing patents or patent applications), and (b) practiced as of the date of this Agreement by Grupo Modelo in the formulation, manufacture, production or packaging of Products for distribution in the Territory.

“**Marcas Modelo**” has the meaning assigned to that term in the Preamble.

“**Marketing Materials**” means sales collateral, promotional materials, advertisements, slogans, taglines, developed by either Constellation Beers or its Affiliates or Grupo Modelo, whether or not works of authorship, registered or unregistered, used in conjunction with the advertising, promotion and marketing of Products in the Territory, provided, however, that “Secondary Marketing Materials” are not included therein.

“**Marks**” means any and all trademarks, service marks, trade names, taglines, company names, and logos, including unregistered and common-law rights in the foregoing, and rights under registrations of and applications to register the foregoing.

“**Membership Interest Purchase Agreement**” has the meaning assigned to that term in the Recitals.

“**Mexican-style Beer**” means any Beer bearing the Trademarks that does not bear any trademarks, trade names or trade dress that would reasonably be interpreted to imply to consumers in the Territory an origin other than Mexico.

“**Modelo Group**” means Grupo Modelo and all Persons that, now or in the future, are related to Grupo Modelo by virtue of Grupo Modelo’s direct or indirect share ownership in such Person, and any Affiliates thereof, and ABI, Anheuser-Busch Companies, LLC, Anheuser-Busch International, Inc., Anheuser-Busch International Holdings, LLC, and any of their respective Affiliates.

“**Modelo Indemnitees**” has the meaning assigned to that term in **Section 5.1**.

“**Non-Exclusive Trademarks**” means those Trademarks evidenced by the trademark registrations and applications described in **Exhibit F** to this Agreement.

“**Original Agreement**” has the meaning assigned to that term in the Preamble.

“**Packaging**” means cases, cartons or the like into which Containers may be placed, or other packaging into which such cases, cartons or the like themselves may be placed for transport, shipping or display, or delivery to consumers.

“**Parent Product**” means a Product bearing a Parent Trademark.

“**Parent Trademark**” means a Trademark from which a Brand Extension Mark is derived.

“**Permitted Corporate Reference**” has the meaning assigned to that term in **Section 2.5(b)**.

“**Person**” means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, a company with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal representative, regulatory body or agency, government or governmental agency, authority or entity, however designated or constituted.

“**Product**” means Beer packaged in Containers bearing one or more of the Trademarks.

“**Qualified Brewmaster**” means a brewmaster that is independent and impartial and recognized in the Beer brewing industry for his or her expertise relating to the subject matter at issue.

“**Quality Default**” means either (a) a defect in a Product or Packaging, or (b) a deviation from the intended recipe and taste formula or Technical Specifications for any Product which causes an adverse change in intended taste, consistency or mouth feel of the Product, in each case, that would reasonably be perceptible by a consumer.

“**Quality Default Cure Failure**” has the meaning assigned to that term in **Section 3.10(a)**.

“**Quality Default Cure Failure Notice**” has the meaning assigned to that term in **Section 3.10(a)**.

“**Quality Default Notice**” has the meaning assigned to that term in **Section 3.10(a)**.

“**Quality Standards**” with respect to the Beer, means that such Beer is consistently produced pursuant to the Recipe and Technical Specifications for such Product without a Quality Default; provided, however, that in all cases the Product, including physical and sensory characteristics of such Product, shall be merchantable, meet any applicable regulatory standards, and shall be free from microbiological defects and defects in aroma, flavor or appearance, such that such Importer Product would not be deemed to be defective by a Qualified Brewmaster.

With respect to Containers, “**Quality Standards**” means that they are merchantable, meet any applicable regulatory standards, and are sufficient to contain, ship and store Product for the requisite planned period as set out in **Section 3.3**.

“**Recipe**” means the description and measure of ingredients, raw materials, yeast cultures, formulas, brewing processes, equipment, and other information that is reasonably necessary for a brewmaster to produce a particular Beer and includes any Recipe for a Product existing as of the date hereof and any Recipe delivered by either party to the other party under this Agreement, or otherwise used or developed in compliance with this Agreement, after the date hereof, including any change to a Recipe permitted pursuant to the terms of this Agreement.

“**representatives**” means, with respect to Marcas Modelo, any employee or agent of Marcas Modelo, but excluding any employee or agent involved in the marketing, sale, production or pricing of Beer in the Territory for the Modelo Group.

“**Secondary Marketing Materials**” means images, photography, displays, slogans, taglines which do not employ the Trademarks or the Trade Dress; for clarity, event promotional materials, colors of displays and the like shall be considered “Secondary Marketing Materials.”

“**Subsidiary**” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company, trust, estate or other Person of which (or in which), directly or indirectly, more than fifty percent (50%) of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors, managers or others performing similar functions of such entity (irrespective of whether at the time capital stock of any other class or classes of such entity shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or other Person or (c) the beneficial interest in such trust or estate is at the time owned by such first Person, or by such first Person and one (1) or more of its other Subsidiaries or by one (1) or more of such Person’s other Subsidiaries.

“**Supplier**” means an Eligible Supplier that has entered into a Supply Agreement with Constellation Beers.

“**Supply Agreement**” means an agreement that complies with the requirements set forth in this Agreement between Constellation Beers and an Eligible Supplier for such Eligible Supplier to manufacture, bottle or package Importer Products.

“**Technical Specifications**” means those technical specifications used by or on behalf of Marcas Modelo or any of its Affiliates with respect to the manufacture, bottling and packaging of Importer Products or Interim Products as may be amended from time to time as permitted in this Agreement. It shall not be considered a breach hereof if technical specifications and processes are changed to equivalent technical specifications and processes, so long as the resulting technical and chemical attributes of the Products resulting therefrom do not impair the finished product, as would be determined by a reasonable Qualified Brewmaster.

“**Territory**” means the fifty states of the United States of America, the District of Columbia and Guam.

“**Third Party**” means a Person other than Marcas Modelo and its Affiliates and other than Constellation Beers and its Affiliates.

“**Trade Dress**” means the print, style, font, color, graphics, labels, packaging and other elements of trade dress (including Bottle Designs or other Container designs) that are (a) used on or in connection with Products as of the date hereof (including the Bottle Designs as of the date hereof for Corona, Negra Modelo and Modelo Especial), or (b) permitted pursuant to this Agreement after the date hereof to be used in connection with the marketing, merchandising, promotion, advertisement, licensing, distribution and sale of Products in the Territory.

“**Trademarks**” means those trademarks evidenced by the trademark applications and registrations described in either **Exhibit B** or in **Exhibit D** to this Agreement, as such Exhibits may be amended or supplemented from time to time in accordance with this Agreement.

“**Transition Period**” means (a) for Packaging, a period not to exceed eighteen (18) months after the date of this Agreement, and (b) for Containers, a period not to exceed twelve (12) months after the date of this Agreement.

“**USPTO**” means the United States Patent and Trademark Office.

“**West Coast Importer Agreement**” means the importer agreement, dated as of November 22, 1996, by and between Barton and Extrade, S.A. de C.V., as amended.

“**Yeast**” means yeast that complies with the Recipes for (a) any Product existing as of the date hereof or (b) any Brand Extension Beer marketed by (i) Marcas Modelo or Grupo Modelo in Mexico or Canada or (ii) Constellation Beers or any of its Affiliates in the Territory, in each of clauses (i) and (ii), following the date of this Agreement.

1.2 Construction

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article,” “Section,” “Schedule” or “Exhibit” refer to the specified Article, Section, Schedule or Exhibit of this Agreement, unless otherwise specifically stated; (v) the words “include” or “including” shall mean “include, without limitation” or “including, without limitation;” and (vi) the word “or” shall be disjunctive but not exclusive.

(b) Unless the context otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context otherwise requires, references to statutes shall include all regulations promulgated thereunder and, except to the extent specifically provided below, references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement is the joint drafting product of the parties hereto and each provision has been subject to negotiation and agreement and shall not be construed for or against any party as drafter thereof.

(e) All amounts in this Agreement are stated and shall be paid in United States dollars.

ARTICLE II GRANT OF LICENSE; INTELLECTUAL PROPERTY; SUPPLY

2.1 Licenses.

(a) **Trademarks.** Subject to the terms and conditions of this Agreement, Marcas Modelo hereby grants, on behalf of itself and Grupo Modelo, to Constellation Beers an irrevocable, exclusive, fully paid-up, sub-license to use the Trademarks solely in connection with: (i) importing, advertising, promoting, marketing and selling Importer Products and Interim Products in the Territory; (ii) the application of the Trademarks to Importer Product in the course of manufacturing, bottling and packaging of Importer Products in the applicable Brewing Territory (which foregoing rights with respect to manufacturing, bottling and packaging are, for clarity, non-exclusive) solely for importation, distribution and sale, including resale, of such Importer Products by Constellation Beers in the Territory (which foregoing rights with respect to importation, distribution and sale in the Territory are exclusive); (iii) distributing in the Territory collateral sales and promotional materials for Importer Products and Interim Products in the Territory; and (iv) distributing in the Territory other items to be marketed and sold or provided without charge to consumers in conjunction with the advertising, promotion and marketing of Importer Products and Interim Products in the Territory. Any use of the Trademarks shall be subject to the provisions of **Section 2.4** of this Agreement. Marcas Modelo represents and warrants to Constellation Beers that Marcas Modelo has full authority and right to grant the sub-licenses to Constellation Beers as set forth in this Agreement. For the purposes of this Agreement, it is understood that the use by Constellation Beers of the Trademarks in connection with advertising and promotional material as authorized under this **Section 2.1** that may be accessible to Persons residing outside the Territory, (such as the use in a Uniform Resource Locator (URL), domain or similar future electronic address or on an internet site or in a periodical that may have some distribution outside the Territory or use with respect to any Facebook® page, Twitter® account, Pinterest® account or similar social media, telephone numbers, or other means of directing marketing or sales of Product in the Territory which may contain the Trademarks, whether such means are now known or developed in the future), shall not be a violation of this Agreement provided that: (a) the media chosen is not primarily directed to Persons residing outside the Territory or chosen with the intent of communicating with Persons residing outside the Territory as in the case of a website with an address indicating a source in a foreign country (e.g. .ca) or a periodical that is primarily distributed to Persons outside the Territory; and (b) Constellation Beers is in compliance with **Section 2.12(f)** below. Notwithstanding anything set forth in this Agreement, Constellation Beers shall have the right to use in the Territory or Brewing Territory the name “Crown” and the Crown Trademarks as its corporate or trade name for the purposes of identifying itself in print (or any other visually perceptible medium) in each case

accompanied by an appropriate corporate identifier such as “Crown Imports LLC” (which use in association with products must also include a designation of the product as having been “bottled by”, “produced by”, “hecho”, or “imported by” or the like by such company), as required by law or regulation, or for purposes of government filings, corporate annual reports and other uses that would constitute “fair use” under applicable trademark law, provided, however, in each case, that Constellation Beers shall not, and shall cause its Affiliates not to, use the word “Crown” or the Crown Trademarks in any form or combination as a product brand name for a Beer.

(b) **Licensed Other IP.** Subject to the terms and conditions of this Agreement, Marcas Modelo hereby grants, on behalf of itself and Grupo Modelo, to Constellation Beers an irrevocable, fully paid-up sub-license to use the Licensed Other IP solely in connection with (i) importing, advertising, promoting, marketing and selling Importer Products and Interim Products in the Territory; (ii) manufacturing, bottling and packaging of Importer Products in the applicable Brewing Territory, solely for distribution and sale, including resale, of such Importer Products by Constellation Beers in the Territory; (iii) distributing in the Territory collateral sales and promotional materials for promotion of Importer Products and Interim Products for sale in the Territory; and (iv) distributing in the Territory other items to be marketed and sold or provided without charge to consumers in conjunction with the advertising, promotion and marketing of Importer Products and Interim Products in the Territory. The license rights granted in clause (ii) of this **Section 2.1(b)** shall be non-exclusive and the license granted in clauses (i), (iii), and (iv) of this **Section 2.1(b)** shall, subject to **Sections 2.5(a)** and **2.5(b)**, be exclusive solely in the Territory.

(c) **Licensed Patents.** Subject to the terms and conditions of this Agreement, Marcas Modelo hereby grants, on behalf of itself and Grupo Modelo, to Constellation Beers an irrevocable, fully paid-up license or sub-license (as applicable) under the Licensed Patents (i) to make, have made (by Suppliers in accordance with this Agreement) and use Importer Products in the applicable Brewing Territory, and (ii) to sell (directly and/or indirectly), offer to sell, import and otherwise dispose of Interim Products and Importer Products in the Territory. The license rights granted in clause (i) of this **Section 2.1(c)** shall be non-exclusive and the license granted in clause (ii) of this **Section 2.1(c)** shall be exclusive solely in the Territory.

(d) **Licensed Copyrights.**

(i) Subject to the terms and conditions of this Agreement, Marcas Modelo hereby grants, on behalf of itself and Grupo Modelo, to Constellation Beers an irrevocable, exclusive, fully paid-up license or sub-license (as applicable) under the Licensed Copyrights owned by Grupo Modelo in the Territory to copy, modify, create derivative works of, publicly display and distribute Marketing Materials or Secondary Marketing Materials existing at the time of entering into this Agreement to the extent that they may have been transferred by or on behalf of Crown to Grupo Modelo under the Original Agreement, in each case solely in connection with the marketing, promotion and sale of Importer Products and Interim Product in the Territory.

(ii) Subject to the terms and conditions of this Agreement, Constellation Beers hereby grants to Marcas Modelo and its Affiliates an irrevocable, exclusive, fully paid-up license or sub-license (as applicable) under the Licensed Copyrights owned by Constellation Beers or its Affiliates outside of the Territory to copy, modify, create derivative

works of, publicly display and distribute Marketing Materials and Secondary Marketing Materials existing as of the date of this Agreement, in each case solely in connection with the marketing, promotion and sale of Products outside of the Territory.

(e) **Constellation Use of “Modelo”.** Constellation Beers shall have the right to use the term “Cerveceria Modelo” or any derivation thereof (i) in the Territory as such term is included in the Trademarks or Trade Dress as currently existing (or to substitute for uses of “Grupo Modelo” in the Trademarks and Trade Dress currently used in the Products), (ii) for the purposes of identifying in print (or any other visually perceptible medium) that Importer Products marketed and sold in the Territory have been “bottled by”, “produced by”, “made by”, “hecho”, “imported by” of the like by “Cerveceria Modelo, and (iii) as the fictitious name or “d/b/a” for its brewery located in Mexico, in each case, (1) only in connection with the exercise of the licenses granted in this Section 2.1, and (2) provided that such use is not likely to cause confusion with the uses described in **Section 2.5(b)**. Marcas Modelo will reasonably cooperate at the cost of Constellation Beers in reasonable requests of Constellation Beers to establish the rights identified in the foregoing clauses (i) through (iii) of this Section 2.1(e). All rights set forth in this Section 2.1(e) are provided on an “AS IS” basis without any warranty of any kind, express or implied, including as to the sufficiency of rights or the compliance of any exercise of such rights with applicable laws. Constellation will use reasonable efforts to wind-down all uses of the term “Grupo Modelo” or “Modelo Group” as soon as reasonably practicable after the date of this Agreement and shall cease all such uses in connection with any Beer products marketed or sold in the Territory within the Transition Period. Nothing in this Agreement shall prevent Constellation Beers from using “Cerveza Modelo” or derivatives thereof in the promotion or sale of Importer Products in the Territory. Constellation Beers shall have the right to use “Cerveza Modelo” or any derivation thereof. Notwithstanding the foregoing, and except during the Transition Period, the name “Cerveceria Modelo” or “Cerveceria del Pacifico” will be used only as a trade name and not with any foreign corporate identifier such as “S.A. de C.V. – Mexico” or “S.A” or other such identifier that may be likely to cause confusion with the brewery entity owned by Grupo Modelo.

(f) **Chelada Trademarks.** Notwithstanding **Section 2.1(a)**, Constellation Beers acknowledges and agrees that it is in the mutual interests of the parties to avoid the potential for consumer confusion arising from the use of similar Marks, and absent any change, there may be a potential for confusion with respect to the Chelada Trademarks and certain existing Marks of the Modelo Group. Accordingly, Constellation Beers agrees that it will as soon as reasonably practicable after the date of this Agreement, but in any case within the Transition Period, cease all use of the Chelada Trademarks in their existing form including on labels and other Containers for Products, provided that, Constellation Beers may adopt or use Trademarks evidenced in the Chelada Trademarks that do not contain a depiction of the glass in the background of those Trademarks, and at the discretion of Constellation Beers, it may file and maintain applications for such registrations so modified subject to the terms and conditions of Section 2.8.

(g) **Non-Exclusive Trademarks.** Notwithstanding **Section 2.1(a)**, the rights of Constellation Beers under **Section 2.1(a)** shall be deemed to be non-exclusive right respect to the Non-Exclusive Trademarks, and Marcas Modelo shall retain the right to use and sublicense the Non-Exclusive Trademarks or otherwise refer to the terms “Familiar”, “Cinco” or “Cinco De

Mayo” or similar terms for any purpose including in connection with the marketing, promotion, distribution and sale of Beer in the Territory.

(h) **Materials.** For avoidance of doubt, Constellation Beers shall have the right to purchase raw materials, including recipe ingredients and Containers, anywhere in the world so long as they comply with the Quality Standards; provided, that the actual brewing and bottling of Importer Product shall take place in the applicable Brewing Territory in accordance with the terms and conditions of this Agreement.

(i) **Certain Trade Names.** In connection with the exclusive license granted in **Section 2.1(a)** above, Marcas Modelo and any other member of the Modelo Group shall not use in the Territory any Trademark as a corporate or trade name in connection with the importation, sale, distribution or marketing of Beer in the Territory, except as permitted in **Section 2.5(b)** below, and, further, Marcas Modelo or any of its Affiliates may not use any Abandoned Trademark on any Beer marketed or sold in the Territory in a manner which is likely to cause confusion.

2.2 Changes to Recipes.

(a) Should Marcas Modelo or Grupo Modelo (i) use any Recipe for any Brand Extension Beer marketed by Marcas Modelo or Grupo Modelo in Mexico or Canada after the Effective Date or (ii) make any reasonably perceptible change to any Recipe for any Product or any such Brand Extension Beer marketed in Mexico or Canada, Marcas Modelo will notify Constellation Beers that such new Recipe is being used or that such change has been made (as applicable) and, at the request of Constellation Beers, Constellation Beers may (but shall not be obligated to) adopt such new or changed Recipe and, if Constellation Beers so elects, the new or changed Recipe and the Licensed Other IP with respect to such Recipe will be added to the licenses granted in **Section 2.1** of this Agreement, at no additional cost or charge to Constellation Beers.

(b) Constellation Beers shall have the right to determine in its sole discretion any changes to the Beer Recipe it uses for each existing Product, which changes may be variations or derivatives of Recipes of such existing Products or entirely new Recipes, provided that such changed Recipes meet the Quality Standards. Should Constellation Beers or any of its Affiliates (i) use any Recipe for any Brand Extension Beer marketed by Constellation Beers or any of its Affiliates in the Territory after the Effective Date, or (ii) make any reasonably perceptible change to any Recipe for any Product or any such Brand Extension Beer marketed in the Territory, Constellation Beers will notify Marcas Modelo that such new Recipe is being used or that such change has been made (as applicable) and, at the request of Marcas Modelo, Marcas Modelo may (but shall not be obligated to) adopt such new or changed Recipe and, if Marcas Modelo so elects, the new or changed Recipe and the Licensed Other IP with respect to such Recipe will be deemed to be licensed by Constellation Beers to Grupo Modelo on the same terms as the grants to Constellation Beers under **Section 2.1**, provided that the territory for such license shall be for production worldwide and solely for distribution of product outside of the Territory.

2.3 **Amendment of Trademark Exhibits.** **Exhibit B** and **Exhibit D** shall be amended to reflect any Marks (including Brand Extension Marks) added to or removed from or

deemed to be added to or removed from **Exhibit B** or **Exhibit D** pursuant to the terms of this Agreement (including the addition of Trademarks in accordance with **Section 2.8(b)**, the removal of Trademarks in accordance with **Section 2.8(c)**, and the removal of Trademarks associated with brands abandoned by Constellation Beers as set forth in **Section 2.14**).

2.4 Acceptable Trademark Use.

(a) *Form of Trademarks.* Constellation Beers may not use or allow the use of any of the Trademarks, including use on labels, packaging, promotional materials, displays and in advertising and promotion, except in a form, color, style and appearance reasonably consistent with the applicable Brand Guidelines.

(b) *Prior Use.* Subject to **Section 2.4(a)**, for purposes of this Agreement, (i) any materials supplied by or on behalf of Marcas Modelo to Constellation Beers bearing any of the Trademarks for use in connection with the performance of this Agreement and Importer Agreement or the Original Agreement, (ii) any materials previously used by Crown or Barton with the knowledge of Grupo Modelo, including pursuant to the West Coast Importer Agreement, the Modelo Sub-license Agreement, and/or the Pacifico Sub-license Agreement by and between Procermex, Inc. and Barton dated November 22, 1996, and (iii) any materials previously used by Crown with the knowledge of Grupo Modelo pursuant to the Original Agreement and Importer Agreement, shall be deemed to comply with the terms and conditions of this Agreement for ordinary use in the performance of this Agreement.

2.5 Retained Rights and Obligations of Marcas Modelo.

(a) Notwithstanding **Section 2.1**, Marcas Modelo may use and may grant sub-licenses to use the Trademarks in the Territory in connection with (i) existing sponsorship activities, including any promotion, marketing or advertising of the Importer Products and Interim Products in the Territory that Marcas Modelo or its Affiliates is required to conduct pursuant to an agreement with a Third Party in effect on the date hereof until such agreement is terminated or expires in accordance with its terms, (ii) global sponsorship and worldwide promotional activities, including any internet-based or social media promotion, marketing or advertising of the Importer Products and Interim Products, as long as such activities are not primarily directed to Persons in the Territory, even if such activities involve advertising and other similar content that may be located in the Territory or accessible to Persons residing in the Territory, (iii) distributing or otherwise providing promotional materials or merchandise with charge or merchandise in the Territory solely in connection with the activities described in clauses (i) and (ii) of **Section 2.5(a)** above or in connection with contractual commitments of Grupo Modelo existing as of the date of this Agreement, provided that such contractual commitments are not voluntarily renewed by Grupo Modelo and Marcas Modelo uses commercially reasonable efforts to wind-down and terminate such commitments without incurring liabilities or breaching any obligation, and (iv) of government filings, corporate annual reports, printed historical references and other print uses that would constitute "fair use" under applicable trademark law.

(b) Notwithstanding anything set forth in this Agreement, Marcas Modelo and Grupo Modelo shall have the right to use inside the Territory (i) "Cerveceria Modelo", or (ii) a corporate name including "Grupo Modelo", and which in each case is accompanied by an

appropriate corporate identifier, such as “Grupo Modelo S.A.de C.V.”, (collectively, “**Permitted Corporate Reference**”) for the purposes of identifying themselves in print (or any other visually perceptible medium) (which use in association with products or promotion of products must also include a designation of the product as having been “bottled by”, “produced by”, “made by”, “hecho”, “imported by” or the like by such company or brewery), so long as such Permitted Corporate Reference is not displayed on a consumer-facing label of a Container or primary consumer directed panel of Packaging unless required to comply with applicable laws in the Territory, or in a manner likely to cause confusion with respect to the Trademarks.

(c) Notwithstanding anything set forth in this Agreement, Marcas Modelo or Modelo Group may use the Permitted Corporate Reference, Trademarks or Trade Dress for purposes of government filings, corporate annual reports, printed historical references and other uses that would constitute “fair use” under applicable trademark law.

(d) Under no circumstances may “Modelo” be used by Marcas Modelo or any of its Affiliates in any form or combination as a product brand name for marketing, promotion or sale of Beer in Territory. Notwithstanding anything set forth in this Agreement, Marcas Modelo and its Affiliates may use any Internet domain name (or other, similar or successor electronic address) or social media (including Facebook® page, Twitter® account, Pinterest® account or the like) containing any of their corporate or trade names or respective Marks, including the Trademarks; provided that: (a) the media chosen is not primarily directed to Persons residing in the Territory or chosen with the intent of communicating with Persons residing in the Territory or a periodical that is primarily distributed to Persons in the Territory; and (b) Marcas Modelo or Grupo Modelo are in compliance with **Section 2.5(f)** below. Marcas Modelo and Constellation Beers shall reasonably cooperate to determine and agree upon in good faith appropriate and commercially reasonable policies and procedures for referring to the other party visitors to their respective websites or social media outlets that indicate an interest in the Products in the territory of the other party with the understanding that (i) online content directed to the marketing or sale of Importer Products to consumers in the Territory would be under the direction of Constellation Beers and (ii) online content directed to the marketing or sale of Products to consumers outside of the Territory would under the direction of Marcas Modelo. Constellation Beers obtains no right, title, or interest in or to any Marks hereunder other than the Trademarks, and all rights not granted to Constellation Beers hereunder are hereby expressly reserved. Nothing herein shall preclude Marcas Modelo or any member of the Modelo Group from (A) using any of their respective Marks, other than the Trademarks, for any purpose or (B) registering or displaying their respective Marks, in each case, other than the Trademarks, in any territory in the world, including the Territory.

(e) Marcas Modelo shall, and shall cause Grupo Modelo to, deliver to Constellation Beers copies of tangible embodiments of the Licensed Other IP used as of the date of this Agreement, or as required pursuant to **Section 2.2** hereof, by Marcas Modelo or its Subsidiaries in brewing Product, as reasonably necessary for Constellation Beers to exercise its rights under clause (ii) of **Section 2.1(b)**. Constellation Beers shall, and shall cause its applicable Affiliates to, deliver to Marcas Modelo copies of tangible embodiments of the Recipes as required pursuant to **Section 2.2** hereof as reasonably necessary for Marcas Modelo to exercise its rights under **Section 2.2(b)**.

(f) Marcas Modelo shall not, and shall not permit any member of the Modelo Group to, sell any Products to any buyers located in the Territory, and shall, and shall cause all members of the Modelo Group, to use commercially reasonable efforts to prevent buyers from reselling such Products in the Territory or in any manner not authorized by this Agreement (including by not selling to exporters or buyers who are known, or would reasonably be expected, to resell inside of the Territory); for clarity, it shall not be a breach of this Agreement to sell or distribute to cruise lines, airlines, tour operators and the like located outside of the Territory, so long as the Products are delivered outside of the Territory.

(g) Without limiting any rights of the parties at law or in equity, Marcas Modelo shall not, and shall not permit any member of the Modelo Group to, use any Mark in the marketing or promotion of Beer in the Territory that is confusingly similar with any Trademark (other than any Additional Trademark) or protectable elements of Trade Dress (including the protectable Bottle Designs as of the date hereof for Corona, Negra Modelo and Modelo Especial) in each case existing as of the date of this Agreement. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit any rights of Anheuser-Busch Companies, LLC, or any of its Affiliates operating in the Territory (other than Grupo Modelo) to use, register or adopt any Mark or trade dress used on or before the date of this Agreement in connection with the marketing, promotion or distribution of Beer in the Territory, or the right of any such entities to challenge, oppose or assert likelihood of confusion against any Trademark or Trade Dress on the basis of any Mark owned by or activity of such entities; provided, however, that as to Trademarks and Trade Dress of the Products in each case licensed under this Agreement as of the date of this Agreement, (i) neither Anheuser-Busch Companies, LLC nor any their respective Affiliates shall challenge, oppose or assert likelihood of confusion with respect to existing uses of such Trademarks and Trade Dress, and (ii) neither Constellation Beers nor any of its Affiliates shall challenge, oppose or assert likelihood of confusion on the basis of such Trademarks and Trade Dress against any existing Marks or trade dress of Anheuser-Busch Companies, LLC or any their respective Affiliates. For clarity, nothing herein shall be construed to prohibit Constellation Beers from bringing in accordance with **Section 2.9** an action at law or in equity for infringement under federal trademark law with respect to any Additional Trademark.

(h) For clarity, neither the supply by Marcas Modelo or its Affiliates of Products pursuant to the Interim Supply Agreement nor the performance of any written agreement by and between a member of the Modelo Group and Crown existing as of the Effective Date regarding the wholesale distribution of Product in the Territory will be deemed to be a breach or violation of the terms of this Agreement.

2.6 Sub-Licenses of Constellation Beers

(a) *Generally*. Constellation Beers may grant to its wholesalers, distributors, promotional agents, vendors, Affiliates, and Suppliers limited sub-licenses of any or all its rights in **Section 2.1**, in each case only as reasonably necessary for each such sub-licensee to engage in the activity for which it was engaged by Constellation Beers and solely within the rights authorized by this Agreement. The agreement Constellation Beers routinely uses for any such sub-license of rights shall provide reasonable provisions for the use, protection and maintenance of the Licensed Intellectual Property in a manner that is consistent with this Agreement, and shall prohibit any further sub-licenses of the Licensed Intellectual Property, and Constellation Beers

shall use commercially reasonable efforts to enforce such agreements. Under no circumstances may any such sub-licensee use the Licensed Other IP or Licensed Patents to manufacture, bottle or package any products for its own account or for anyone other than Constellation Beers, except that where such sub-licensee is an Affiliate of Constellation Beers, such sub-licensee shall be deemed to be Constellation Beers for purposes of the requirement that Constellation Beers must manufacture, bottle or package Importer Products only for its own account. For purposes of clarification, Constellation Beers shall have the right to sub-license any or all of its rights under this Agreement (including the right to grant further sub-licenses) to any other Affiliate of Constellation, provided, that Constellation Beers notifies Marcas Modelo of any such sub-licenses, such sub-licensee agrees in writing to be bound by all terms and conditions of this Agreement and the sublicensor remains liable for its sub-licensee's performance under this Agreement.

(b) *Sub-Licenses to Suppliers.* The right of Constellation Beers to grant sub-licenses to Suppliers or to any Affiliate with manufacturing rights or rights to grant sub-licenses to Suppliers under **Section 2.6(a)** is subject to and conditioned upon Constellation Beers' compliance with the terms and conditions of this **Section 2.6(b)**. Constellation Beers agrees to promptly notify Marcas Modelo of any such sub-licenses, the name of the Supplier or Affiliate (as applicable) and the location of its facilities if applicable. Any sub-license granted by Constellation Beers to a Supplier or Affiliate covered by this **Section 2.6(b)** shall permit Marcas Modelo sampling and inspection rights consistent with the terms of **Section 3.7** for the Importer Products produced by such Supplier. Constellation Beers shall remain liable to Marcas Modelo for the conduct of all of its Suppliers and Affiliates covered by this **Section 2.6(b)** that would constitute a breach of this Agreement if done by Constellation Beers, such conduct being deemed a breach hereof by Constellation Beers.

2.7 Limitations on Marcas Modelo. Marcas Modelo agrees that its exercise of its rights hereunder or otherwise obtained shall provide it with no right to approve the marketing, promotion, advertising used or manufacture by Constellation Beers for Interim Products and Importer Products. Notwithstanding the foregoing, Marcas Modelo shall be entitled to enforce its rights under this Agreement.

2.8 Maintenance of Trademarks and Licensed Other IP.

(a) *Existing Registrations and Applications.* Marcas Modelo shall (i) pay or cause to be paid all maintenance fees, and take or cause to be taken such other reasonable administrative actions, in each case, necessary to maintain in force all the registrations in the Territory included in the Licensed Intellectual Property (except with respect to maintenance fees and administrative actions required to be taken by Constellation Beers pursuant to **Section 2.8(b)**), and (ii) diligently prosecute any applications for registration included in the Trademarks, Licensed Patents or with respect to the Licensed Other IP that are pending before the USPTO or other agency in the Territory as of the date hereof. Constellation Beers shall promptly reimburse Marcas Modelo for all reasonable out-of-pocket costs and expenses for the foregoing, including all maintenance and filing fees and reasonable attorneys' fees. If Marcas Modelo fails to perform its obligations under this **Section 2.8(a)**, Constellation Beers may take any such actions at its sole cost and expense, in which case Marcas Modelo will, and will cause any applicable member of the Modelo Group to, reasonably cooperate with Constellation Beers in such actions, at the

expense of Constellation Beers. If requested by Constellation Beers, Marcas Modelo shall, and shall cause any applicable member of the Modelo Group to, designate Constellation Beers as its agent with respect to any of the foregoing maintenance obligations, including the payment of maintenance fees and filing of documents with the USPTO or other agency in the Territory.

(b) *New Registrations of Brand Extension Marks* Upon the reasonable request of Constellation Beers, Marcas Modelo will file with the USPTO or other agency in the Territory applications to register any Marks that constitute Brand Extension Marks that can be so registered, or applications for additional registrations for any Brand Extension Marks, which applications and registrations shall then be subject to **Section 2.8(a)**, and shall be deemed to be included in the Additional Trademarks. Constellation Beers shall be solely responsible for all reasonable costs and expenses associated with filing such applications, including all filing fees and reasonable attorneys' fees, and shall pay such costs directly to the providers or, if paid by Marcas Modelo, shall promptly reimburse Marcas Modelo for the same. If Marcas Modelo fails to perform its obligations under this **Section 2.8(b)**, or as otherwise approved by Marcas Modelo, Constellation Beers may, to the extent allowed under applicable law, file such applications in its own name and will promptly thereafter assign them to Marcas Modelo. Constellation Beers will pay all maintenance fees and take such other administrative actions necessary to maintain in force all the registrations in the Territory contemplated by this **Section 2.8(b)**. Marcas Modelo will, and will cause any applicable member of the Modelo Group to, reasonably cooperate with Constellation Beers in such actions, at the expense of Constellation Beers. If requested by Constellation Beers, Marcas Modelo shall, and shall cause any applicable member of the Modelo Group to, designate Constellation Beers as its agent with respect to any of the foregoing maintenance obligations, including the payment of maintenance fees and filing of documents with the USPTO or other agency in the Territory.

(c) *Status*. Marcas Modelo shall keep Constellation Beers reasonably apprised of the status of all applications and registrations included in Licensed Intellectual Property, and any significant actions with respect thereto, and shall invoice Constellation Beers on a quarterly basis for any costs and expenses required to be reimbursed by Constellation Beers pursuant to **Section 2.8(a)** or **2.8(b)**. Constellation Beers may provide written notice to Marcas Modelo that Constellation Beers no longer wishes to maintain a particular registration or application included in the Trademarks, in which case Constellation Beers' and Marcas Modelo's obligations under **Sections 2.8(a)** and **2.8(b)** will no longer apply to such registration or application, and **Exhibit B** or **Exhibit D** as applicable will automatically be deemed amended to remove such Trademarks. Notwithstanding the removal of any Trademark from **Exhibit B** or **Exhibit D**, neither Marcas Modelo nor any member of the Modelo Group shall be permitted to use such Trademark in the marketing or promotion of Beer in the Territory if such use would be reasonably likely to cause confusion as to the source of Beer marketed with another Trademark included in **Exhibit B** or **Exhibit D**.

2.9 Defending Trademarks. Each party shall, consistently with the provisions of this Agreement, use its commercially reasonable efforts to protect the Trademarks, the Licensed Patents, Licensed Copyrights, and the Licensed Other IP in the Territory. Each party shall from time to time, as soon as reasonably possible after learning of the facts or law relating thereto, notify the other party of any federal, state, local or other filing (including any applications for, or renewals of, any trademarks or similar registrations) that Constellation Beers

considers to be necessary, appropriate or advisable to protect the Trademarks, the Licensed Other IP, or other ownership rights with respect to the Products in the Territory. Furthermore, the parties will cooperate and consult in good faith to determine, on a case by case basis, the best means by which to address any infringement or suspected infringement of the Trademarks in the Territory; provided that Constellation Beers shall have the final right to make determinations of this nature, including commencing or defending litigation. If reasonably requested by Constellation Beers, or as may be required by a court or agency to permit Constellation Beers to pursue an action, Marcas Modelo shall, and shall cause any member of the Modelo Group to, join as a party to any such litigation if such joinder is necessary to prosecute Constellation Beers' claims. In the event that Constellation Beers does not decide to pursue any act that Marcas Modelo deems to constitute infringement or suspected infringement of the Trademarks in the Territory, it shall give written notice to Marcas Modelo of the same and then Marcas Modelo may pursue such infringement or suspected infringement, at the expense of Marcas Modelo. Constellation Beers shall provide reasonable cooperation to Marcas Modelo in connection therewith. All damages, paid in settlement or otherwise, shall be distributed as follows, first, *pari passu*, to pay each of Constellation Beers's and Marcas Modelo's reasonable attorneys' fees and expenses and then one hundred percent (100%) to Constellation Beers if Constellation Beers choose to pursue the infringement or suspected infringement or one hundred percent (100%) to Marcas Modelo if Constellation Beers gave written notice that it would not pursue the infringement or suspected infringement and Marcas Modelo pursued such infringement or suspected infringement.

2.10 **Ownership.** (a) Ownership of the Trademarks and of the goodwill associated therewith shall at all times remain in and inure solely to the benefit of Modelo Group, and any trademark rights or goodwill with respect thereto which may accrue as a result of advertising or sales of Importer Products or Interim Products shall be the sole and exclusive property of Modelo Group. Trademark rights (i) shall include any additions or modifications to the Trademarks, as well as any slogan, musical composition, name, emblem, symbol, trade dress or other device used to identify or refer to Importer Products or Interim Products or any Trademark sub-licensed hereunder, in each case, whether developed, created or used by Constellation Beers or any of its sub-licensees in the Territory, and (ii) may be used by Modelo Group, by Marcas Modelo or their importers, or their distributors or sub-licensees, according to the terms of this Agreement, in territories other than the Territory, in addition to the use thereof made by Constellation Beers in the Territory under this Agreement. If any such addition, modification or device is to be separately registered under the laws protecting trademarks, copyrights or other property rights, it shall be registered only in the name of Modelo Group, and Constellation Beers shall execute such documents as may be necessary to accomplish such registration.

(b) Marcas Modelo or Modelo Group shall be deemed to be the exclusive owner of all intellectual property used or developed in connection with this Agreement by Constellation Beers that (i) incorporates the Licensed Other IP and any derivative works based thereon; (ii) in the absence of this Agreement, would infringe upon or otherwise violate the rights of Marcas Modelo or Modelo Group in the Licensed Other IP under the laws of the Territory; or (iii) was developed by Constellation Beers based upon Confidential Information belonging to Marcas Modelo or Modelo Group. As between the parties and unless contrary to applicable law, Constellation Beers shall be the owner of any intellectual property independently developed by

Constellation Beers that is not a result of the areas set forth above in clauses (i)-(iii) of this **Section 2.10(b)**. For example, should Constellation Beers create a type of Container or a functional element of a Container that is not a result of the areas set forth above in clauses (i)-(iii) of this **Section 2.10(b)**, even if such Container or a functional element of a Container is used with an Importer Product, Constellation Beers shall be the owner of the intellectual property rights with respect to such Container or functional element of such Container. For the avoidance of doubt, nothing herein shall give or be deemed to give Marcas Modelo or any member of the Modelo Group any rights in or to the Marks or other intellectual property rights that are owned by Constellation or any of its Affiliates unrelated to the subject matter of this Agreement.

(c) If, for any reason or circumstances, Constellation Beers is deemed under any law or regulation to have acquired any right or interest with respect to the Licensed Intellectual Property, Constellation Beers hereby assigns and shall, at the request of Marcas Modelo or Modelo Group, promptly execute any document reasonably needed in order for Constellation Beers to transfer to Marcas Modelo or Modelo Group any and all such rights, titles and interests in and to the Licensed Intellectual Property including the goodwill that they represent and the Licensed Intellectual Property.

2.11 **Derivative Works.** Constellation Beers shall acquire no ownership rights in the Licensed Intellectual Property or derivative works based thereon or any intellectual property deemed to be owned by Marcas Modelo or Modelo Group as a result of this Agreement. Constellation Beers shall, at any time requested by Marcas Modelo or Modelo Group, whether during or subsequent to the term hereof, disclaim in writing any such property interest or ownership in the Licensed Intellectual Property.

2.12 **Certain Restrictions.** Constellation Beers shall not, either directly or indirectly (and shall cause its Affiliates not, either directly or indirectly, to):

(a) establish, form, be an owner of, operate, administer, authorize or control any company, division, corporation, association or business entity under any name which includes any of the Trademarks, either in whole or part, or under any name which is confusingly similar to the Trademarks or “Grupo Modelo” (other than with respect to Constellation Beers, “Crown” as described in **Section 2.1(a)** or as expressly set forth in **Section 2.1(e)**);

(b) (except as expressly authorized by this Agreement) use, adopt, register, or seek to register, or in any other manner claim the ownership of, any Mark or trade dress that includes any of the Trademarks or that is confusingly similar to any of the Trademarks or Trade Dress (including in connection with Brand Extension Marks);

(c) use, or authorize any other Person to use, any Trademark or Trade Dress in connection with any Beer or any other good or service other than an Importer Product or Interim Product, except as expressly permitted by this Agreement;

(d) use, or authorize any other Person to use, Trade Dress for goods or services other than Importer Products for which such Trade Dress are designated for use by Marcas Modelo or otherwise permitted by this Agreement;

(e) combine a Trademark with any other Mark that is not a Trademark (other than any new Brand Extension Mark); or

(f) distribute or sell any Products to any buyers located outside the Territory, and to use its commercially reasonable efforts to prevent buyers from reselling such Products outside the Territory or in any manner not authorized by this Agreement (including by not selling to exporters or buyers who are known or would reasonably be expected to resell outside of the Territory); for clarity, it shall not be a breach of this Agreement to sell or distribute to cruise lines, airlines, tour operators and the like located within the Territory, so long as the Products are delivered within the Territory.

2.13 Confusingly Similar Marks. Subject to **Section 2.15**, Constellation Beers shall not, and shall not permit any Affiliate or sublicensee to, use or register, any symbol, name, trademark, trade dress or device that is confusingly similar to (a) any Trademark or Trade Dress, or (b) any trademark rights retained by the Modelo Group as of the date of this Agreement.

2.14 Abandonment. (a) If Constellation Beers fails to make any use in commerce (as the term is defined in 15 U.S.C. § 1127) of a brand with respect to all Trademarks and uses for any period comprising [****], Constellation Beers shall be presumed for purposes of this **Section 2.14** to have abandoned its licensed rights to use those brands in such Trademarks. Marcas Modelo shall give written notice to Constellation Beers of such abandonment and allow Constellation Beers to notify Marcas Modelo of Constellation Beers's intent not to abandon the Trademarks and of efforts to use the Trademarks in the future. Should Constellation Beers not reply to such notice from Marcas Modelo within [****] after the date of such notice, Constellation Beers shall be deemed to have abandoned such Trademarks for purposes of this Agreement, and, at any time thereafter immediately upon written notice by Marcas Modelo to Constellation Beers, (i) the Trademarks shall be deleted from **Exhibit B** or **Exhibit D** hereunder, (ii) all rights of Constellation Beers in and to such Trademarks under this Agreement shall terminate and, (iii) Marcas Modelo shall have the right to designate any Third Party as the assignee and beneficiary of all rights and obligations of Constellation Beers under this Agreement with respect to such deleted Trademarks, subject to the execution of a sublicense agreement between such Third Party and Marcas Modelo in substantially the same terms and conditions of this Agreement; provided that, in no event shall Marcas Modelo or its Affiliates re-acquire and practice such rights. Notwithstanding the removal of any Trademarks from **Exhibit B** or **Exhibit D**, neither Marcas Modelo nor any member of the Modelo Group shall be permitted to use such Trademark in the Territory if such use would be reasonably likely to cause confusion with another Trademark included in **Exhibit B** or **Exhibit D**.

(b) If Marcas Modelo, and all other members of the Modelo Group, fail to make any use in commerce (as that term is defined in 15 U.S.C. §1127) in all jurisdictions outside of the Territory of a brand with respect to all Trademarks and uses for any period comprising [****], Marcas Modelo shall be presumed for purposes of this **Section 2.14** to have abandoned its rights in such Trademarks in the Territory. Constellation Beers shall give written notice to Marcas Modelo of such abandonment and allow Marcas Modelo to notify Constellation Beers of Marcas Modelo's intent not to abandon the Trademarks and its efforts to use such Trademarks in

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

the future outside of the Territory. Should Marcas Modelo not reply to such notice from Constellation Beers within [****] after the date of such notice, Marcas Modelo shall be deemed to have abandoned such Trademarks in the Territory for purposes of this Agreement, and Constellation Beers shall have the right to request that Marcas Modelo assign, and, upon such request, Marcas Modelo shall assign, or cause the applicable member of the Modelo Group to assign, its right, title, and interest in the Territory in and to the applicable Trademarks to Constellation Beers at no cost to Constellation Beers other than payment of any required assignment fee charged by a governmental authority.

2.15 **Brand Extension Marks and Brand Extension Beers.** Subject to the terms, conditions and licenses herein:

(a) *Constellation Beers Brand Extension Marks.* Constellation Beers may, without the prior consent of Marcas Modelo, adopt new Brand Extension Marks that are not confusingly similar to any trademarks (excluding the Trademarks) owned by Marcas Modelo or its Affiliates in the Territory at the time of such proposed adoption, and concomitant accompanying new trade dress that is not confusingly similar to any trade dress including containers (excluding the Trade Dress) owned by Marcas Modelo or its Affiliates in the Territory at the time of such proposed adoption, solely for (i) the manufacturing, bottling, and packaging of Mexican-style Beer and importing, advertising, marketing and selling such Beer in the Territory and (ii) distributing of related collateral sales and promotional materials therefor and other items to be marketed and sold or provided without charge to consumers in conjunction with such Beer in the Territory. Provided that they meet the requirements of the foregoing sentence, such Brand Extension Marks shall be deemed to be Additional Trademarks and Trade Dress for purposes of this Agreement (including Sections 2.8, 2.9, and 2.10). Constellation Beers shall have the right to determine in its sole discretion the Beer Recipe it uses for each new Brand Extension Beer, which Beer Recipes may be variations or derivatives of Recipes of then-existing Products or entirely new Recipes, provided that such Recipes meet the Quality Standards.

(b) *Modelo Brand Extension Marks.* Constellation Beers may, upon [****] prior written notice to Marcas Modelo and solely for the manufacturing, bottling, and packaging of Mexican-style Beer in the Brewing Territory and importing, advertising, marketing and selling such Beer in the Territory and distributing of related collateral sales and promotional materials therefor and other items to be marketed and sold or provided without charge to consumers in conjunction with such Beer in the Territory, notify Marcas Modelo that it wishes to adopt a Brand Extension Mark created after the date of this Agreement by Marcas Modelo or Grupo Modelo and used by Grupo Modelo in Mexico or Canada for the manufacturing, bottling, packaging or selling of Mexican-style Beer. Provided that such Brand Extension Mark does not include and is not confusingly similar to any trademarks (excluding the Trademarks) owned by Marcas Modelo or its Affiliates in the Territory at the time of such notice from Constellation Beers, then such Brand Extension Mark shall be deemed to be an Additional Trademark for purposes of this Agreement (including Sections 2.8, 2.9, and 2.10). Constellation Beers shall have the right to determine in its sole discretion the Beer Recipe it uses for each such Brand Extension Beer, which Beer Recipes may be variations or derivatives of Recipes of then-existing Products or entirely new Recipes, provided that such Recipes meet the Quality Standards. For clarity, it is expressly understood and

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agreed that nothing in this Section 2.15(b) shall prevent Constellation Beers from adopting and using in the Territory as a Constellation Beers Brand Extension Mark any Modelo Brand Extension Mark so long as such adoption and use (i) complies with the provisions of Section 2.15(a) and (ii) does not infringe any intellectual property rights of the Modelo Group in the Territory.

(c) *Distilled Spirits.* Notwithstanding anything to the contrary herein, (i) Constellation Beers shall not adopt a Brand Extension Mark that adopts, refers to or incorporates the name of any type of distilled spirit (such as Corona Tequila), and (ii) Constellation Beers shall not use any distilled spirits as an ingredient in any Recipe for a Brand Extension Beer, unless included in a Recipe provided by, or required to be provided by, Marcas Modelo under this Agreement; provided, however, that if Marcas Modelo or Grupo Modelo (1) adopts a Brand Extension Mark that adopts, refers to or incorporates the name of any type of distilled spirit (such as Corona Tequila) for Product marketed in Mexico or Canada, or (2) uses any type of distilled spirits or any type of distilled spirit flavor as an ingredient in any Recipe for a particular Product marketed in Mexico or Canada, then the restrictions of this **Section 2.15(c)** shall not preclude Constellation Beers from using (x) the name of any type of distilled spirit in its own Brand Extension Mark for any Product in the Territory or (y) any type of distilled spirit or distilled spirit flavor ingredient in the Recipe for any Product, in each case (which for the avoidance of doubt in the case of (x) and (y), need not be the same distilled spirit or distilled spirit flavor ingredient as used by Marcas Modelo or Grupo Modelo), solely in the Territory in accordance with the other terms and conditions of this Agreement.

(d) *Bottle Design.* Constellation Beers may use a Parent Product's Bottle Design (or other Container design) for any related Brand Extension Beer subject to and in accordance with the terms of this Agreement.

(e) *Ownership.* For the avoidance of doubt, Constellation Beers agrees that any and all Trademarks and Trade Dress related to any Brand Extension Beer manufactured, bottled and packaged by or on behalf of Constellation Beers hereunder shall be owned by Modelo Group, and Constellation Beers hereby assigns the foregoing to Marcas Modelo.

2.16 Changes to Form, Trademarks, Containers, Bottle Designs, Trade Dress or Recipes by Marcas Modelo With respect to an Importer Product existing at the date of this Agreement, and subject to this **Section 2.15(b)**, Marcas Modelo may from time to time propose by written notice to Constellation Beers (a) reasonable changes in the approved form or use of the associated Trademarks, (b) reasonable changes to applicable Containers, Bottle Designs or Trade Dress, (c) an addition of a new Mark to **Exhibit B** as an Additional Trademark for use with such Importer Product, or (d) a change the Recipe for such Importer Product (other than a change of Recipe described in **Section 2.2(a)** above), in each case, in order to make such existing Importer Product more consistent with Products produced and sold outside of the Territory. Within a reasonable time following Constellation Beers' receipt of such notice, the parties shall discuss whether such changes or additions are mutually agreeable, and if acceptable, the terms and conditions of this Agreement shall govern such changes, provided that it is expressly understood and agreed that nothing in this Agreement, other than **Section 2.4(a)** and **Section 2.17**, shall prevent Constellation Beers from adopting and using in the United States any such change in Form, Trademark, Container, Bottle Design, Trade Dress or Recipe, so long as

the adoption and use does not constitute trademark infringement or copyright infringement under applicable laws. For the avoidance of doubt, the Modelo Group shall have the right to make in its sole discretion any change to the Recipe for any existing Product and to any Brand Extension Beer marketed by Marcas Modelo or Grupo Modelo outside of the Territory.

2.17 Changes to Form, Trademarks, Containers, Bottle Designs, Trade Dress or Recipes by Constellation Beers Subject to **Section 2.15**, and with respect to Products existing at the time of entry into this Agreement (or additional Recipes provided by Marcas Modelo under **Section 2.2**), Constellation Beers may from time to time propose by written notice to Marcas Modelo (a) reasonable changes in the approved form or use of the associated Trademarks, (b) reasonable changes to Containers, Bottle Designs or Trade Dress of the Products, (c) the addition of a new Mark to **Exhibit B** as an Additional Trademark for use with such existing Importer Product, or (d) a change to the Recipe for such Importer Product. Constellation Beers shall not implement any changes or additions of the type described in the foregoing clauses (a), (b), or (c) without the prior written consent of Marcas Modelo; provided, however, that (i) for the avoidance of doubt, changes in the Recipe of any existing Products or any Constellation Beers Brand Extension Beers shall not require the consent of Marcas Modelo and (ii) Constellation Beers may adopt and use a new Container for a Product different in size, shape or materials from the Container in effect for such Product on the date hereof, but if such new Container is a glass bottle derived from an original glass Bottle Design of a Product (e.g., a smaller version of a glass bottle for Product sold under a CORONA Trademark), such new glass bottle Container shall reasonably conform to such original glass bottle Container in form, shape and proportion as closely as reasonably practicable (taking into account the change in size, shape or materials). It is expressly understood that consent of Marcas Modelo shall not be required for Packaging used by Constellation Beers to contain, ship, store or display containers for any Product. For the avoidance of doubt, Constellation Beers shall have the right to make in its sole discretion any change to the Recipe for any existing Product and to any Brand Extension Beer marketed by Constellation Beers or any of its Affiliates in the Territory.

2.18 Abandoned Trademarks. Within a reasonable time following the date of this Agreement, Marcas Modelo shall allow, or cause its applicable member of Grupo Modelo to allow, the Abandoned Trademarks to be abandoned, lapse or otherwise expire. Constellation Beers agrees promptly following the date of this Agreement to make commercially reasonable efforts to wind-down its use of the Abandoned Trademarks including in connection with promotional materials and product labels that may include such Abandoned Trademarks. Within the Transition Period, Constellation Beers shall cease, and shall cause its Affiliates to cease, all use of the Abandoned Trademarks.

2.19 Confirmation. At the reasonable request of Constellation Beers, Marcas Modelo will provide documentation reasonably required by Constellation Beers for its tax or similar purposes demonstrating that Marcas Modelo has the necessary rights, as between Marcas Modelo and other members of Grupo Modelo, to grant the rights it purports to grant herein.

2.20 Brewery Territory. Marcas Modelo shall provide Constellation Beers with three months' advance notice of Modelo Group's intent to manufacture or have manufactured on its behalf any Product outside of Mexico (other than as a result of a Force Majeure Event).

2.21 *Yeast.*

(a) *General.* From time-to-time as reasonably requested by Constellation Beers during the term of the Transition Services Agreement, Marcas Modelo shall transfer, or shall cause its Affiliates to transfer, to Constellation Beers an appropriate quantity of “mother” Yeast as necessary for Constellation Beers to propagate its own yeast for the manufacture of the Products and Brand Extension Beer; provided that Constellation Beers shall bear all reasonable costs relating to the supply of such Yeast (including delivery charges) incurred by Marcas Modelo in connection therewith. In the event that the Yeast colony of either Party dies or is compromised such Party may request, and the other Party shall, to the extent reasonably available, provide a new Yeast colony to the requesting Party at the cost of the requesting Party.

(b) *Cessation of Use.* In the event that Constellation Beers elects to cease using the Yeast, Constellation Beers shall (i) ensure that there is an immediate, orderly and proper disposal of any and all Yeast in production, propagation, culture, analytical or other systems, which manner of disposal shall be approved and supervised by Marcas Modelo; and (ii) diligently remove from any brewery all Yeast in a manner approved and supervised by Marcas Modelo.

ARTICLE III QUALITY CONTROL

3.1 *Marketing Standards.* To protect the reputation and strength of the Trademarks and the goodwill associated with each Trademark, Constellation Beers shall: (a) always use the Trademarks in connection with the marketing and sale of Importer Products and Interim Products, and other activities with respect to the Trademarks, in a manner reasonably consistent with the requirements with respect to form, color, style and appearance of the applicable Brand Guidelines (and Constellation Beers shall reasonably consider and take into account the goodwill associated with the Trademarks in making any material changes to the other aspects of the Brand Guidelines such as strategic marketing), and (b) use and/or reproduce the Trademarks in accordance with all applicable laws, rules, and regulations. Further, Constellation Beers shall not do any willful or intentional act which would damage the image of the Products in the Territory, and shall refrain from taking any act which disparages, discredits, dishonors, reflects adversely upon, or in any other manner materially harms the Trademarks, or the goodwill associated therewith. Additionally, with respect to Importer Products and Interim Products, Constellation Beers shall comply with the Advertising and Marketing Code of the Beer Institute, as it may be amended from time to time.

3.2 *Merchandise and Advertising Materials.* Constellation Beers shall, and shall cause its Affiliates and sub-licensees to, ensure that any merchandise or advertising item that bears any Trademark is of sufficient quality so as not to disparage, discredit, dishonor, reflect adversely upon, or in any other manner materially harm the Trademarks, or the goodwill associated therewith. Notwithstanding the foregoing, Marcas Modelo shall not have the right to approve or disapprove of advertising created by Constellation Beers.

3.3 *Importer Products.* Constellation Beers shall, and shall cause its Suppliers to, comply with the quality standards in this **Article III** for Importer Products. Constellation Beers shall, and shall cause its Suppliers to, ensure all Importer Products are

manufactured, bottled and packaged in accordance with the applicable Quality Standards. Other than as set forth in this Agreement, Constellation Beers shall not, and shall cause its Suppliers not to, alter the Trademarks, Containers, Bottle Designs or Recipe for any Importer Product. To the extent that a Recipe or Technical Specification specifies any particular ingredients, raw materials, yeast cultures, formulas, brewing processes or equipment or other items, Constellation Beers and its Suppliers may use functional substitutes or replacements for the foregoing that do not change the finished product, as would be determined by a reasonable Qualified Brewmaster. All Importer Products shall be manufactured and imported in a manner reasonably designed to assure they remain suitable for resale and consumption for a period of no less than one hundred eighty (180) days from the date of production.

3.4 Brand Extension Beers. With respect to each Modelo Brand Extension Beer constituting an Importer Product, Constellation Beers shall, and shall cause its Suppliers to, follow the Brand Guidelines of any Parent Products and Parent Trademarks, respectively, to the extent that they are applicable, in manufacturing, bottling and packaging any such Brand Extension Beer. With respect to each Constellation Brand Extension Beer constituting an Importer Product, Constellation Beers shall, and shall cause its Suppliers to, create applicable Brand Guidelines therefor compliant with the requirements of **Section 2.15(a)** and applicable quality standards. Any such Brand Extension Beer (whether Modelo or Constellation) must be of a quality equal to or higher than the Quality Standards.

3.5 Packaging. Constellation Beers shall, and shall cause its Suppliers to, package Beer that is produced pursuant to this Agreement only in a box, carton, wrap or similar item that contains other Products. Constellation Beers may include any number of bottles or cans in any particular box or carton.

3.6 Samples. In order to verify compliance with the quality standards for Importer Products set forth in this **Article III**, Constellation Beers shall, and shall cause its Suppliers to, at its own cost submit to Marcas Modelo, no more frequently than once per calendar quarter, (a) a reasonable number of representative samples of Importer Products, including the Containers thereof, and any promotional products or any packaging or other materials bearing any Trademark used in marketing, merchandising, promoting, advertising (including sponsorship activities in connection with the foregoing), licensing, distributing or selling Importer Products in the Territory (provided that, for the avoidance of doubt, Constellation Beers is not required to submit any such samples, promotional products, packaging or other materials to Marcas Modelo in advance of actual use), and (b) compliance data that is reasonably necessary in order for Marcas Modelo to verify that Importer Products materially comply with applicable Quality Standards.

3.7 Inspection. Upon reasonable advance notice, not more than twice per year (or in the event of a recall or withdrawal pursuant to **Section 3.9**, more frequently until the issues giving rise to such events are reasonably resolved) and subject to the reasonable confidentiality requirements of Constellation Beers, (a) Marcas Modelo or its representatives shall have the right, during regular business hours, to inspect the plants and facilities (including Yeast used therein) where Importer Products are manufactured, bottled, packaged, stored, or distributed, and (b) Constellation Beers shall, and shall cause its Suppliers to, make their respective representatives reasonably available to Marcas Modelo or its representatives, as may

be reasonably necessary for Marcas Modelo or any of its representatives to adequately review the quality of the manufacturing, bottling, packaging, storage or distribution of Importer Products.

3.8 **Brewmaster.** Constellation Beers shall, and shall cause its Suppliers to, employ or otherwise retain the services of (a) a qualified brewmaster to be responsible for supervising and directing the production, manufacturing, bottling and packaging of Importer Products and (b) a Person responsible for the systems, and compliance, to ensure appropriate quality procedures and control for the production, manufacturing, bottling and packaging of Importer Products.

3.9 **Recalls.** In the event there is a withdrawal or recall by Constellation Beers or its Supplier of any Importer Product, Constellation Beers shall promptly notify Marcas Modelo and provide Marcas Modelo with such relevant information as reasonably will inform Marcas Modelo of the facts giving rise to the need for such withdrawal or recall, and the adequacy of steps taken by Constellation Beers or its sub-licensees to address any material concerns relating to quality identified in connection with such recall or withdrawal.

3.10 **Quality Default.**

(a) In the event of a Quality Default, a party shall deliver a written notice to the other party of such Quality Default (a "**Quality Default Notice**") promptly after becoming aware of any such Quality Default. The parties shall promptly meet to discuss the Quality Default Notice and each party shall provide the other with full technical and analytical support to assist in identifying the problem and determining the correct procedures for resolving the same. Constellation Beers shall have [****] from and including the delivery of such Quality Default Notice to cure such Quality Default. In the event Constellation Beers fails to cure such Quality Default within [****] of such Quality Default Notice (a "**Quality Default Cure Failure**"), and Marcas Modelo has delivered a written notice to Constellation Beers confirming such failure (a "**Quality Default Cure Failure Notice**"), then, subject to the dispute resolution procedures in the remainder of this **Section 3.10**, Constellation Beers agrees that it shall, at its own cost, take all reasonably necessary steps to cure and mitigate the breach.

(b) In the event that Constellation Beers disagrees that a Quality Default or a Quality Default Cure Failure has occurred, it shall deliver a written notice to Marcas Modelo of its disagreement (a "**Disagreement Notice**"), which shall include the basis for such disagreement and shall be delivered within [****] of receipt by Constellation Beers of a Quality Default Notice or a Quality Default Cure Failure Notice, as applicable. In the event of such a disagreement, Constellation Beers and Marcas Modelo shall attempt to resolve such disagreement between themselves. If Constellation Beers and Marcas Modelo are unable to resolve the disagreement within [****] of receipt by Constellation Beers of a Quality Default Notice or a Quality Default Cure Failure Notice, as applicable, then Constellation Beers or Marcas Modelo will jointly select a Qualified Brewmaster; provided that if Constellation Beers and Marcas Modelo are unable to select such Qualified Brewmaster within [****] after delivery of a Quality Default Notice, within an additional [****], Constellation Beers and Marcas Modelo shall each select one brewmaster and those two brewmasters shall select a Qualified Brewmaster for purposes of this **Section 3.10**.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

(c) Within [****] of the appointment of the Qualified Brewmaster, Constellation Beers and Marcas Modelo shall each deliver to the Qualified Brewmaster a detailed written report setting forth their respective proposed resolutions with respect to the disagreement and a detailed explanation of the basis and rationale for such party's position. The Qualified Brewmaster shall thereafter issue a written determination of whether a breach occurred, but no such determination shall award damages, or other relief, including relief which would terminate, result in a termination or have the same effect as termination of this Agreement, in whole or in part. The determination of the Qualified Brewmaster shall be final and binding upon the parties and the breach determined by the Qualified Brewmaster may be enforced in accordance with the terms of this Agreement.

3.11 *De Minimis Breaches of Brand Guidelines.* Should Constellation Beers take any action inconsistent with the Brand Guidelines that constitute merely *ade minimis* breach of Sections 2.4, 3.1(a) or 3.4 with respect to Importer Products, Containers, Packaging or Marketing Materials, Marcas Modelo shall not have the right to require, and Constellation Beers shall not be obligated, to destroy, recall, remove or otherwise cease the use of any then-existing stock of any such Importer Product, Containers, Packaging or Marketing Materials at issue.

ARTICLE IV TERM

4.1 *Term.* The term of this Agreement shall commence on the date hereof and shall continue in perpetuity. The parties acknowledge and agree that Marcas Modelo shall have no right to terminate this Agreement notwithstanding any breach of this Agreement by Constellation Beers, at any time. Marcas Modelo retains only the right to bring a claim as provided for herein at Article VI against Constellation Beers for damages or to seek any other remedies available to it at law or equity for any claimed breach, but excluding any remedies that would seek to terminate, or result in the termination of this Agreement.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 *By Constellation Beers.* From and after the date hereof, Constellation Beers shall defend, indemnify and hold harmless Marcas Modelo and its Affiliates and its and their respective officers, directors, employees, representatives and agents (the "**Modelo Indemnitees**") in respect of all damages, liabilities, losses, costs and expenses of any and every nature or kind whatsoever, including reasonable attorneys' fees and disbursements and all amounts paid in investigation, defense or settlement of any or all of the foregoing) ("**Damages**") that any of the Modelo Indemnitees may incur as a result of third-party actions, proceedings or claims to the extent arising out of or in consequence of: (a) the formulation, manufacture, production, packaging, transportation, storage, marketing, merchandising, promotion, advertisement (including sponsorship activities in connection with the foregoing), licensing, distribution or sale of any products, materials or services by or on behalf of Constellation Beers, its Affiliates or its sub-licensees that bear the Trademarks (other than to the extent caused by (i) any breach of any obligation of any member of the Modelo Group to Constellation Beers or its

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

Affiliates, or (ii) the infringement caused solely by the Licensed Intellectual Property existing as of the date of this Agreement, other than Licensed Intellectual Property to the extent created by Constellation Beers or its Affiliates under the Original Agreement); (b) any breach of this Agreement by Constellation Beers; (c) any infringement to the extent arising from any use of a Brand Extension Mark created by Constellation Beers or any of its Affiliates or sub-licensees in the Territory (other than to the extent such infringement is caused solely by the associated Parent Trademark as it exists of the date of this Agreement), or (d) any failure by Constellation Beers or its employees, agents, or its sub-licensees to comply with applicable law in connection with this Agreement.

5.2 **By Marcas Modelo.** From and after the date hereof, Marcas Modelo shall defend, indemnify and hold harmless Constellation Beers and its Affiliates and its and their respective officers, directors, employees, representatives and agents (the “**Constellation Beers Indemnitees**”) in respect of all Damages that any of Constellation Beers Indemnitees may incur as a result of third-party actions, proceedings or claims to the extent arising out of or in consequence of: (a) the formulation, manufacture, production, packaging, transportation, storage, marketing, merchandising, promotion, advertisement (including sponsorship activities in connection with the foregoing), licensing, distribution or sale of any products, materials or services by or on behalf of Marcas Modelo, its Affiliates or its sub-licensees (other than Constellation Beers or its Affiliates and their sub-licensees) that bear the Trademarks, in each instance other than due to a breach of this Agreement by any Constellation Beers Indemnitee; (b) any breach of this Agreement by Marcas Modelo; or (c) any failure by Marcas Modelo or its employees or agents to comply with applicable law in connection with this Agreement.

5.3 **Insurance.** Each of Constellation Beers and Marcas Modelo shall maintain at its own expense sufficient insurance, including products liability and blanket contractual liability (“**Liability Insurance**”), to meet any claims that might reasonably be expected to arise against either of them in connection with the sale or distribution of any Products or any other items pursuant to this Agreement. Each of Constellation Beers and Marcas Modelo agrees that the other party shall be added as an “additional insured as their interest may appear” on the other party’s Liability Insurance policy. Each of Constellation Beers’s and Marcas Modelo’s Liability Insurance shall be underwritten by financially sound, reputable insurance carriers that are reasonably satisfactory to the other party. Each of Constellation Beers and Marcas Modelo shall promptly provide the other with evidence of such Liability Insurance upon request.

5.4 **No Implied Warranty.** ALL LICENSED INTELLECTUAL PROPERTY AND OTHER RIGHTS AND MATERIALS LICENSED OR OTHERWISE PROVIDED BY OR ON BEHALF OF EITHER PARTY OR THEIR ANY OF THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT (INCLUDING ALL RECIPES, MARKETING OR PROMOTIONAL MATERIALS, TRADE DRESS, AND DESIGNS) ARE PROVIDED ON AN “AS IS” BASIS, AND EACH PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. The foregoing notwithstanding, each party warrants to the other party that tangible embodiments of Licensed Other IP and Recipes provided pursuant to this Agreement shall be complete and accurately reflect those embodiments that are used by such providing party and, at the reasonable request of

the receiving party, the providing party will reasonably cooperate respond to questions or reasonably supplement such information consistent with the intent of this Agreement.

**ARTICLE VI
GOVERNING LAW AND JURISDICTION**

6.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws that would require application of the substantive laws of any other jurisdiction. Constellation Beers and Marcas Modelo agree that the International Convention on the Sale of Goods shall not apply to this Agreement.

6.2 **Jurisdiction.** Constellation Beers and Marcas Modelo irrevocably consent to the exclusive personal jurisdiction and venue of the courts of the State of New York or the federal courts of the United States, in each case sitting in New York County, in connection with any action or proceeding arising out of or relating to this Agreement. Constellation Beers and Marcas Modelo hereby irrevocably waive, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of such action or proceeding brought in such a court and any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum. Constellation Beers and Marcas Modelo irrevocably consent to the service of process with respect to any such action or proceeding in the manner provided for the giving of notices under **Section 9.5, provided**, the foregoing shall not affect the right of either Constellation Beers or Marcas Modelo to serve process in any other manner permitted by law. Notwithstanding the foregoing, Constellation Beers and Marcas Modelo agree that neither may bring a judicial action or administrative proceeding unless and until the parties have provided the other party a reasonable opportunity to engage in non-binding arbitration, to be held in the County and City of New York, before the CPR Institute for Dispute Resolution, or such other alternative dispute resolution provider as they may mutually agree upon; **provided** that, the obligations of the parties under the foregoing sentence shall expire with respect to any dispute within ninety (90) days after notice is first provided by either party.

6.3 **Enforcement of Judgment.** Constellation Beers and Marcas Modelo hereby agree that a final judgment in any suit, action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any manner provided by applicable law.

**ARTICLE VII
CONFIDENTIALITY**

7.1 Unless otherwise agreed to in writing by Constellation Beers, Marcas Modelo agrees (and Marcas Modelo agrees to cause its Affiliates) (a) to keep confidential all Confidential Information of Constellation Beers and not to disclose or reveal any of such Confidential Information to any person other than those directors, officers, employees, stockholders, legal counsel, accountants, and other agents of Marcas Modelo or its Affiliates who are actively and directly participating in the performance of the obligations and exercise of the rights of Marcas Modelo under this Agreement, and (b) not to use Confidential Information of Constellation Beers for any purpose other than in connection with the performance of the

obligations and exercise and enforcement of the rights of Marcas Modelo hereunder. The obligation to maintain the confidentiality of and restrictions on the use of Confidential Information hereunder shall include any Confidential Information of Constellation Beers obtained by Marcas Modelo and its Affiliates prior to the date hereof. If Marcas Modelo is required by law, court order or government order or regulation to disclose Confidential Information of Constellation Beers, Marcas Modelo shall provide notice thereof to Constellation Beers and, after consultation with Constellation Beers and, at the sole cost and expense of Constellation Beers, reasonably cooperating with Constellation Beers to object to or limit such disclosure, shall be permitted to disclose only that Confidential Information so required to be disclosed.

7.2 Unless otherwise agreed to in writing by Marcas Modelo, Constellation Beers agrees (and Constellation Beers agrees to cause its Affiliates and sub-licensees) (a) to keep confidential all Confidential Information of Marcas Modelo and the Modelo Group and not to disclose or reveal any of such Confidential Information to any person other than those directors, officers, employees, stockholders, legal counsel, accountants, and other agents of Constellation Beers or its Affiliates or sub-licensees who are actively and directly participating in the performance of the obligations and exercise of the rights of Constellation Beers under this Agreement, and (b) not to use Confidential Information of Marcas Modelo and the Modelo Group for any purpose other than in connection with the performance of the obligations and exercise and enforcement of the rights of Constellation Beers hereunder. The obligation to maintain confidentiality of and restrictions on the use of Confidential Information hereunder shall include any Confidential Information of Marcas Modelo and the Modelo Group obtained by Constellation Beers prior to the date hereof. If Constellation Beers is required by law, court order or government order or regulation to disclose Confidential Information, Constellation Beers shall provide notice thereof to Marcas Modelo and, after consultation with Marcas Modelo and, at the sole cost and expense of Marcas Modelo, reasonably cooperating with Marcas Modelo to object to or limit such disclosure, shall be permitted to disclose only that Confidential Information so required to be disclosed.

7.3 Constellation Beers acknowledges that certain elements in the Licensed Other IP are the Confidential Information and trade secrets of ABI and its Affiliates, and Constellation Beers shall, and shall cause its Affiliates and sub-licensees to, protect such elements with the same degree of care that it uses to protect its own Confidential Information and trade secrets of a similar nature, but no less than a reasonable degree of care.

7.4 The parties agree that Confidential Information of Constellation Beers provided under this **Article VII** and/or that is order or pricing information is competitively sensitive, and Marcas Modelo shall establish, implement and maintain strict procedures and take such other steps that are reasonably necessary to prevent disclosure of such Confidential Information to any person other than determined to be advisable in connection with the performance of the objectives and exercise of rights under this Agreement; and in no case may Marcas Modelo permit disclosure to its representatives and employees or representatives and employees of its Affiliates who have direct responsibility for marketing, distributing or selling Beer in competition with the Importer Products in the Territory.

**ARTICLE VIII
TAXES**

8.1 **Withholding.** The payment of the Up-Front Payment (as defined in the Brewery SPA) (including any adjustment thereto) , which is made pursuant to the Brewery SPA, and any payment made pursuant to **Section 8.2** of this Agreement shall be made without deduction or withholding for any taxes (other than taxes imposed on net income in Mexico), except as required by applicable law. If any applicable law requires the deduction or withholding of any tax from such payment, then Constellation Beers or its assignee shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and, if such payment is made by a Person other than Constellation Beers and such tax would not have been imposed had Constellation Beers made such payment, then the sum payable to Marcas Modelo shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this section) Marcas Modelo receives an amount equal to the sum it would have received had no such deduction or withholding been made.

8.2 **Other Taxes.** If and to the extent Constellation Beers exercises its right pursuant to **Section 9.1** to assign its rights and obligations under this Agreement to another Person, Constellation Beers shall indemnify and hold harmless Marcas Modelo or any of its Affiliates from and against any taxes, including, for the avoidance of doubt, any value added or other similar taxes, for which Marcas Modelo may become liable for which Marcas Modelo would not have been liable had Constellation Beers not assigned its rights and obligations under this Agreement.

**ARTICLE IX
MISCELLANEOUS**

9.1 **Assignment.** Neither party may assign any right under this Agreement without the prior written consent of the other party; provided, that (a) Constellation Beers may assign or transfer (by sale of assets, sale of stock, merger, operation of law or otherwise) this Agreement and its rights and obligations hereunder to any Affiliate of Constellation, (b) Constellation Beers may assign and transfer this Agreement and all of its rights and obligations hereunder to any Third Party to whom Constellation Beers or its assignee sells or transfers (by sale of assets, sale of stock, merger, operation of law or otherwise) all or substantially all of its business with respect to Product in the Territory, and in that event such assignee shall be deemed to be Constellation Beers for all purposes of this Agreement, (c) Marcas Modelo may assign or transfer this Agreement and its rights and obligations hereunder in whole or in part to any Subsidiary of ABI, or (d) Marcas Modelo may assign or transfer this Agreement and its rights and obligations hereunder to any Third Party to whom Marcas Modelo sells or transfers (by sale of assets, sale of stock, merger, operation of law or otherwise) all or substantially all of its business with respect to Product, and in that event such assignee shall be deemed to be Marcas Modelo for all purposes of this Agreement; provided, further, that any such assignee of either party agrees in writing to be bound by all terms and conditions of this Agreement and the assigning party remains liable for its assignee's performance under this Agreement. Any purported assignment not in strict compliance with the preceding sentence shall

be null and void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. In the event that Constellation Beers desires to assign or transfer less than all of its rights under this Agreement to any third party that is not an Affiliate of Constellation Beers or to which it does not assign or transfer all or substantially all of its business with respect to Product in the Territory, the consent of Marcas Modelo as set forth in the first sentence of this **Section 9.1** shall not be unreasonably withheld.

9.2 **Force Majeure.** During the pendency of any Force Majeure Event affecting a brewing facility of Constellation Beers or Constellation Beers's Supplier(s) in Mexico, Constellation Beers will discuss with Marcas Modelo and provide reasonable consideration of any offer made by Marcas Modelo to brew and deliver as directed by Constellation Beers, any affected Beer capacity in Mexico during the pendency of such Force Majeure Event prior to engaging any manufacturing source outside of Mexico.

9.3 **Headings.** The captions used in this Agreement are for convenience of reference only and shall not affect any obligation under this Agreement.

9.4 **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall constitute and be binding to the same extent as originals. This Agreement may not be amended except by an instrument in writing signed by both parties.

9.5 **Notices.** Any notice, claims, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and will be duly given if: (a) personally delivered, (b) sent by facsimile or (c) sent by Federal Express or other reputable overnight courier (for next Business Day delivery), shipping prepaid as follows:

If to Constellation Beers:

Constellation Beers Ltd
One South Dearborn St., Suite 1700
Chicago, IL 60603
Attention: President
Telephone: +1 (312) 873-9600
Facsimile: +1(312) 346-7488

With a copy to (which copy shall not serve as notice hereunder):

Constellation Brands, Inc.
207 High Point Drive, Building 100
Victor, New York 14564
Attention: General Counsel
Telephone: +1 (585) 678-7266
Facsimile: +1 (585) 678-7103

With a second copy to (which copy shall not serve as notice hereunder):

Nixon Peabody LLP
1300 Clinton Square
Rochester, NY
Attention: James O. Bourdeau

If to Marcas Modelo:

Telephone: +1 (585) 263-1000
Facsimile: +1 (585) 263-1600

Marcas Modelo, S. de R.L. de C.V.
Av. Javier Barros Sierra 555-3 Piso
Col. Santa Fe, 01210,
Mexico, D.F.
Attention: General Counsel
Telephone: + (52.55) 2266-0000
Facsimile: + (52.55) 2266-0000

With a copy to (which copy shall not serve as notice hereunder):

Anheuser-Busch InBev
Brouwerijplein 1
Leuven 3000
Belgium
Attention: Chief Legal Officer & Company Secretary
Telephone: +32 16 27 69 42
Facsimile: +32 16 50 66 99

With a second copy to (which copy shall not serve as notice hereunder):

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Frank J. Aquila
George J. Sampas
Krishna Veeraraghavan
Nader A. Mousavi
Telephone: +1 (212) 558-4000
Facsimile: +1 (212) 558-3588

or such other address or addresses or facsimile numbers as the person to whom notice is to be given may have previously furnished to the others in writing in the manner set forth above. Notices will be deemed given at the time of personal delivery, if sent by facsimile, when sent with electronic notification of delivery or other confirmation of delivery or receipt, or, if sent by Federal Express or other reputable overnight courier, on the day of delivery.

9.6 **Entire Agreement.** This Agreement (including the schedules and exhibits hereto, which are incorporated into this Agreement by this reference and made a part hereof), the Confidentiality Agreement, dated as of May 26, 2012, by and between Constellation, ABI and solely with respect to Section 2 thereof, Grupo Modelo (the “**Confidentiality Agreement**”), the Brewery SPA, the Membership Interest Purchase Agreement, and the Restated LLC Agreement (as defined in the Membership Purchase Agreement and solely to the extent Constellation Beers and Constellation do not acquire all of Constellation Beers’ Interest (as defined in the Membership Purchase Agreement)), and the Transition Services Agreement and each of the other Transaction Documents, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof, and supersede all prior or contemporaneous agreements

and understandings, whether written or oral, among the parties hereto, or any of them, with respect to the subject matter hereof and thereof.

9.7 **Severability.** To the extent that any provision of this Agreement is invalid or unenforceable in the Territory or any state or other area of the Territory, this Agreement is hereby deemed modified to the extent necessary to make it valid and enforceable within such state or area, and the parties shall promptly agree in writing on the text of such modification.

9.8 **Injunction; Waiver.** The parties acknowledge that a breach or threatened breach by them of any provision of this Agreement will result in the other entity suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, the parties agree that any party may, in its discretion (and without limiting any other available remedies), apply to any court of law or equity of competent jurisdiction for specific performance and injunctive relief (without necessity of posting a bond or undertaking in connection therewith) in order to enforce or prevent any violations of this Agreement, and any party against whom such proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law and agrees not to raise the defense that the other party has an adequate remedy at law. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce such provision at any later time. No waiver by any party of any provision, or the breach of any provision, contained in this Agreement shall be deemed to be a further or continuing waiver of such or any similar provision or breach.

9.9 **Successors and Assigns; Third Party Beneficiaries.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement shall give any other Person any legal or equitable right, remedy or claim under or with respect to this Agreement or the transactions contemplated hereby.

9.10 **Amendment and Restatement.** The Original Agreement shall be deemed amended and restated in its entirety as of the date hereof by this Agreement and the Original Agreement shall thereafter be of no further force and effect except to evidence any rights and obligations of the parties or action or omission performed or required to be performed pursuant to such Original Agreement prior to the date hereof.

9.11 **Bankruptcy.** The failure of any party hereto to perform any remaining obligations of such party under this Agreement shall not excuse performance by the other party of its obligations hereunder. Accordingly, for purposes of Section 365(n) of The Bankruptcy Reform Act of 1978, as amended, and codified as 11 U.S.C. §§ 101 et. seq. (the "**Bankruptcy Code**") or any analogous provision under any law of any foreign or domestic, federal, state, provincial, local, municipal or other governmental jurisdiction relating to bankruptcy, insolvency or reorganization ("**Foreign Bankruptcy Law**"), (a) this Agreement will not be deemed to be an executory contract, and (b) if for any reason this Agreement is deemed to be an executory contract, the licenses granted under this Agreement shall be deemed to be licenses to rights in "intellectual property" as defined in Section 101 of the Bankruptcy Code or any analogous provision of Foreign Bankruptcy Law and Constellation Beers shall be protected in the continued enjoyment of its right under this Agreement including, without limitation, if Constellation Beers

so elects, the protection conferred upon licensees under 11 U.S.C. Section 365(n) of the Bankruptcy Code or any analogous provision of Foreign Bankruptcy Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

MARCAS MODELO, S. DE R.L. DE C.V.

By /s/ Mauricio Gárate Meza
Name: Mauricio Gárate Meza
Title: Attorney in fact

By /s/ Daniel del Río
Name: Daniel del Río
Title: Attorney in fact

CONSTELLATION BEERS LTD.

By /s/ Robert Sands
Name: Robert Sands
Title: President

[Signature Page to Amended and Restated Sub-license Agreement]

TRADEMARK APPLICATIONS & REGISTRATIONS TO BE ABANDONED

Mark	Ser./Reg./App. No.	Jurisdiction
CELEBRATE CORONA DE MAYO	SN:85-645063	USA
COME CORONA WITH ME (Stylized)	SN:76-573148; RN:2,918,722	USA
CORONA DECOR	SN:76-230093; RN:2,517,268	
CORONA EXTRA READY TO SERVE	SN:85-818733	USA
CORONA EXTRA READY TO SERVE and Design	SN:85-818736	USA
CORONA START THE PARTY	SN:77-121219; RN:3,358,680	USA
CORONA WIDE OPEN	SN:77-665053; RN:4,060,380	USA
CORONA WIDE OPEN and Design	SN:77-665055; RN:3,986,182	USA
CORONA ZONA	SN:76-229560; RN:4,200,383	USA
CORONAVILLE	SN:78-725979; RN:3,221,680	USA
GOMODELO	SN:85-496131; RN:4,189,942	USA
SAVETHEBEACH.ORG CORONASAVETHEBEACH.ORG and Design	SN:85-769317	USA
CERVECERIA DEL PACIFICO S.A. DE C.V. CERVEZA	RN: CA 93009; AN: 01013055	California
PACIFICO CLARA		
PACIFICO and Design	SN:73-367145; RN:1,336171	USA
CORONA.COM	SN:75-632870; RN:2,663,599	USA

ADDITIONAL TRADEMARKS

Mark/Name	Ser./Reg./App. No.	Jurisdiction
CERVEZA LA CERVEZA MAS FINA CORONA LIGHT CONT. NET. 340 ML and Design	SN:77-410946; RN:3,629,573	USA
CONEXION CORONA	SN:77-120568; RN:3,908,281	USA
CORONA	SN:76-054459; RN:2,634,004	USA
CORONA	SN:76-230273; RN:2,817,872	USA
CORONA (Stylized)	SN:74-337257; RN:2,489,710	USA
CORONA (Stylized)	SN:76-090432; RN:2,590,621	USA
CORONA (Stylized)	SN:76-230586; RN:2,684,504	USA
CORONA (Stylized)	SN:75-875857; RN:3,631,787	USA
CORONA and Design	SN:74-337256; RN:2,489,709	USA
CORONA BEACH HOUSE	SN:85-081351; RN:3,984,217	USA
CORONA CANTINA	SN:85-645045	USA
CORONA DE MAYO	SN:85-645064	USA
CORONA EXTRA	SN:76-090433; RN:2,600,236	USA
CORONA EXTRA	SN:75-875865; RN:2,702,882	USA
CORONA EXTRA	SN:76-231041; RN:2,817,873	USA
CORONA EXTRA (Stylized)	SN:74-337259; RN:2,489,711	USA
CORONA EXTRA (Stylized)	SN:76-230810; RN:2,687,262	USA
CORONA EXTRA and Design	SN:76-559142; RN:2,993,696	USA
CORONA EXTRA and Design	SN:76-544591; RN:3,329,891	USA
CORONA EXTRA CERVEZA LA CERVEZA MAS FINA and Design	SN:77-118947; RN:3,544,218	USA
CORONA EXTRA CERVEZA LA CERVEZA MAS FINA and Design	SN:77-118906; RN:3,544,217	USA
CORONA EXTRA LA CERVEZA MAS FINA and Design	SN:74-337255; RN:2,489,708	USA
CORONA EXTRA LA CERVEZA MAS FINA and Design	SN:78-907233; RN:3,317,902	USA
CORONA FAMILIAR	SN:85-420269	USA
CORONAROJO	SN:85-383807	USA
CORONAROJO	SN:85-354655	USA
CORONITA	SN:85-383802	USA
CORONITA LIGHT	SN:77-379759; RN:3,549,260	USA
CORONITA LIGHT and Design	SN:77-419975; RN:3,611,200	USA
FIND YOUR BEACH	SN:77-870491; RN:4,191,028	USA
FIND YOUR BEACH	SN:85-499815	USA
LA CERVEZA MAS FINA	SN:76-544594; RN:2,963,654	USA
LA CERVEZA MAS FINA and Design	SN:74-337258; RN:1,828,343	USA
MODELO	SN:76-338317; RN:2,631,391	USA
MODELO ESPECIAL	SN:76-338316; RN:2,631,390	USA
MODELO ESPECIAL	SN:85-740870	USA
CHELADA		

Mark/Name	Ser./Reg./App. No.	Jurisdiction
MODELO LIGHT (Stylized)	SN:85-656356	USA
MODELO LIGHT (Stylized)	SN:85-656355	USA
MODELO LIGHT and Design	SN:85-663677	USA
MODELO LIGHT and Design	SN:85-656354	USA
NEGRA MODELO	SN:76-338315; RN:2,631,389	USA
RELAX RESPONSIBLY	SN:77-120546; RN:3,576,821	USA
RELAX RESPONSIBLY and Design	SN:77-121268; RN:3,463,388	USA
RONAS & RITAS	SN:75-475936; RN:2,279,069	USA
RONAS AND 'RIAS	SN:85-413853	USA
RONAS AND 'RIAS	SN:85-383813	USA
VIVA CORONA	SN:85-645054	USA
Crown & Griffins Design	SN:73-708295; RN:1,548,371	USA
Miscellaneous Design	SN:85-469388	USA
Coins & King Design	SN:85-469380	USA
King Design	SN:85-469400	USA
Lion Design	SN:85-656360	USA
Lion Design	SN:85-656358	USA
Lion Design	SN:85-656357	USA
CORONA	RN: TX 33569; AN: 00494075	Texas
CORONA EXTRA	RN: UT 29675; AN: 20805621	Utah
CORONA EXTRA	RN: DE 1989-67233; AN: 08008434	Delaware
CORONA EXTRA	RN: NM 89012001; AN: 01076098	New Mexico
CORONA EXTRA	RN: NH (No Registration Number); AN: 01064334	New Hampshire
CORONA EXTRA	RN: MD 19897054; AN: 01057827	Maryland
CORONA EXTRA	RN: MA 42599; AN: 01055262	Massachusetts
CORONA EXTRA	RN: AZ 17892; AN: 00494153	Arizona
CORONA EXTRA	RN: NM (No Registration Number); AN: 00494152	New Mexico
CORONA EXTRA	RN: TX (No Registration Number); AN: 00494108	Texas
CORONA EXTRA	RN: ID 12517; AN: 00341706	Idaho
CORONA EXTRA	RN: NJ 8463; AN: 00339969	New Jersey
CORONA EXTRA	RN: CT 7439; AN: 00338212	Connecticut
CORONA EXTRA	RN: ME 19890160; AN: 00330567	Maine
CORONA EXTRA	RN: IL 63823; AN: 00329652	Illinois
CORONA EXTRA	RN: LA (No Registration Number); AN: 00017204	Louisiana
CORONA EXTRA LA CERVEZA MAS FINA	RN: WA 17801; AN: 41800097	Washington
CORONA EXTRA LA CERVEZA MAS FINA	RN: WA 9944; AN: 00016520	Washington
MODELO	RN: CA 51955; AN: 00241431	California
MODELO ESPECIAL	RN: CA 99414; AN: 23100029	California
Design	RN: CA 51922; AN: 00241430	California
VICTORIA	RN: CA 52397; AN: 00241579	California
PACIFICO	SN:76-497182; RN:2,885,751	USA
PACIFICO and Design	SN:76-497180; RN:2,862,190	USA
PACIFICO LIGHT	SN:78-896659; RN:3,381,909	USA
CORONARITA	SN:85-383808	USA

Mark/Name	Ser./Reg./App. No.	Jurisdiction
CORONITA RITA	SN:85-383810	USA
CERVECERIA DEL PACIFICO, S.A. DE C.V. CERVEZA PACIFICO CLARA and Design	SN:74-071659; RN:1,671,994	USA
CERVECERIA MODELO S.A. DE C.V. MEXICO MODELO ESPECIAL and Design	SN:77-100703; RN:3,576,774	USA
CERVECERIA MODELO	SN:77-849176; RN:3,896,060	USA
CORONARITA	SN: 85-637980	USA
FAMILIAR (stylized)	SN: 85-420278	USA
Miscellaneous Design	SN: 78-605037	USA

EXHIBIT C
BRAND GUIDELINES

[****]

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[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

TRADEMARKS

Mark	Ser./Reg./App. No.	Jurisdiction
CERVEZA MODELO LIGHT and Design	SN:78-787355; RN:3,210,796	USA
CORONA	SN:77-221594; RN:3,388,558	USA
CORONA (Stylized)	SN:73-625255; RN:1,681,366	USA
CORONA and Design	SN:73-625252; RN:1,689,218	USA
CORONA EXTRA	SN:77-221686; RN:3,388,566	USA
CORONA EXTRA (Stylized)	SN:73-625250; RN:1,681,365	USA
CORONA EXTRA LA CERVEZA MAS FINA and Design	SN:73-625248; RN:1,729,694	USA
CORONA LIGHT	SN:77-410950; RN:3,605,139	USA
CORONA LIGHT and Design	SN:75-876356; RN:2,406,232	USA
CORONA LIGHT and Design	SN:74-123829; RN:1,727,969	USA
CORONITA EXTRA	SN:74-132069; RN:1,729,701	USA
CORONITA EXTRA LA CERVEZA MAS FINA and Design	SN:74-160423; RN:1,761,605	USA
LA CERVEZA MAS FINA and Design	SN:73-625249; RN:1,495,289	USA
MODELO	SN:73-021202; RN:1,022,817	USA
MODELO ESPECIAL	SN:72-464917; RN:1,055,321	USA
MODELO ESPECIAL and Design	SN:85-074167; RN:4,060,986	USA
MODELO LIGHT	SN:78-771233; RN:3,183,378	USA
NEGRA MODELO	SN:73-128857; RN:1,217,760	USA
NEGRA MODELO and Design	SN:77-499866; RN:3,567,209	USA
VICTORIA and Design	SN:85-469396	USA
Crown & Griffins Design	SN:73-625251; RN:1,462,155	USA
Crown Design	SN:76-617147; RN:3,048,028	USA
King Design (for Victoria Product)	SN:85-469392; RN:4,146,769	USA
Miscellaneous Design (for Victoria Product)	SN:85-469385; RN:4,146,768	USA
Miscellaneous Design (for Victoria Product)	SN:85-469375; RN:4,146,767	USA
PACIFICO	SN:74-071754; RN:1,726,063	USA
PACIFICO CLARA	SN:76-514146; RN:2,866,272	USA
LA CERVEZA DEL PACIFICO CERVEZA PACIFICO	SN:77-244688; RN:3,589,696	USA
CLARA and Design		
CERVEZA BARRILITO	SN:77-295228; RN:3,440,278	USA
CORONARITA	SN:85-354652	USA
CORONITA RITA	SN:85-413849	USA

Mark	Ser./Reg./App. No.	Jurisdiction
MODELO ESPECIAL CERVECERIA MODELO MEXICO and Design	SN:85-074113; RN:4,115,677	USA
CERVECERIA MODELO, S.A. DE C.V. - MEXICO and Design	SN:78-605075; RN:3,191,287	USA
VICTORIA	Common Law	USA
LEON	SN:85-459133	USA
LEON	SN:85-459120	USA
LEON	SN:85-459153	USA
LEON	SN:85-459142	USA
LEON (Stylized)	SN:85-459165	USA
LEON (Stylized)	SN:85-459162	USA
LEON (Stylized)	SN:85-459159	USA
LEON (Stylized)	SN:85-459157	USA
LEON and Design	SN:85-459181	USA
LEON and Design	SN:85-459177	USA
LEON and Design	SN:85-459180	USA
LEON and Design	SN:85-459175	USA

CHELADA TRADEMARKS

Mark/Name	Ser./Reg./App. No.	Jurisdiction
CERVEZA MODELO ESPECIAL CHELADA and Design	SN:85-766205	USA
CERVEZA MODELO ESPECIAL CHELADA and Design	SN:85-766203	USA

NON-EXCLUSIVE TRADEMARKS

<u>Mark/Name</u>	<u>Ser./Reg./App. No.</u>	<u>Jurisdiction</u>
CELEBRATE CINCO	SN: 85-645065	USA
;CELEBREMOS! CELEBRATE CINCO	SN: 85-645049	USA
FAMILIAR	SN: 85-420277	USA

TRANSITION SERVICES AGREEMENT

dated as of June 7, 2013

between

ANHEUSER-BUSCH INBEV SA/NV

and

CONSTELLATION BRANDS, INC.

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT, dated as of June 7, 2013 (this "Agreement"), is entered into by and between Anheuser-Busch In Bev SA/NV, a Belgian corporation ("Seller") and Constellation Brands, Inc, a Delaware corporation (the "Purchaser" and, together with Seller, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Stock Purchase Agreement, dated as of February 13, 2013, as amended by the First Amendment to Stock Purchase Agreement, made and entered into as of April 19, 2013 (as further amended, modified or supplemented from time to time in accordance with its terms, the "Stock Purchase Agreement"), between Seller, Purchaser and certain other parties, Seller has agreed, among other things, to cause all of the issued and outstanding shares of capital stock of (i) Compañía Cervecera de Coahuila, S.A. de C.V., a *sociedad anónima* de capital variable organized under the laws of Mexico (the "Company") and (ii) all of the issued and outstanding shares of capital stock of Servicios Modelo de Coahuila, S.A. de C.V. a *sociedad anónima* de capital variable organized under the laws of Mexico ("Servicios"), in each case, to be sold to Purchaser or one of its designees.

WHEREAS, as contemplated by the Stock Purchase Agreement, Seller and Purchaser each desire to arrange for the provision of the Services in connection with the operation of the Company and the Piedras Negras Plant by Purchaser following the Closing Date and the expansion of the Piedras Negras Plant; and

WHEREAS, the execution and delivery of this Agreement is required by the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants and agreements set forth in this Agreement, and subject to and on the terms and conditions set forth in this Agreement, the Parties agree as follows:

ARTICLE I

INTERPRETATION

Section 1.01 Certain Defined Terms.

(a) Capitalized terms used but not otherwise defined herein or in any schedule attached hereto shall have the meanings given to them in the Stock Purchase Agreement.

(b) As used in this Agreement and in the schedules attached hereto:

"Affiliate" means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the

management policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise. For the avoidance of doubt, the Company is an Affiliate of Purchaser, and not an Affiliate of Seller.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Action” means any litigation, action, audit, suit, charge, binding arbitration or other legal, administrative, regulatory or judicial proceeding.

“Beer” has the meaning assigned to that term in the Interim Supply Agreement.

“Brewery Expansion Plan” means those specifications and plans developed by Purchaser with the technical support of Seller to expand the capacity of the Piedras Negras Plant to produce, bottle, package and temporarily store Beer by an additional ten million hectoliters per year over such capacity for the Piedras Negras Plant on the date hereof as described on Schedule 2.01(d).

“Brewery Expansion Services” has the meaning set forth in Section 2.01(d).

“Brewery Operations Services” has the meaning set forth in Section 2.01(a).

“Cartons” means boxes, baskets, trays, partitions, flat board, sash and similar packaging for Importer Product (as defined under the Sub-license Agreement).

“Change of Control” means (i) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such Prohibited Owner or Person shall be deemed to have beneficial ownership of all shares that such Prohibited Owner or Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) of all or any portion of any class of capital stock or equity interests (including partnership interests) then outstanding of Crown; provided, that, no such Prohibited Owner or Person shall be considered to be a beneficial owner of any class of capital stock or equity interests (including partnership interests) of Crown solely as a result of being a beneficial owner of Voting Stock of the Purchaser, (ii) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such Prohibited Owner or Person shall be deemed to have beneficial ownership of all shares that such Prohibited Owner or Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) of all or any portion of any class of capital stock or equity interests (including partnership interests) then outstanding of the Company; provided, that, no such Prohibited Owner or Person shall be considered to be a beneficial owner of any class of capital stock or equity interests (including partnership interests) of the Company solely as a result of being a beneficial owner of Voting Stock of the Purchaser, (iii) any Prohibited Owner or Person controlled by a Prohibited Owner becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the voting power of the total outstanding Voting Stock of the Purchaser; (iv) any Prohibited Owner or Person controlled by a Prohibited Owner becomes a member of Crown or shareholder of the Company, or (v) a sale of all or substantially all of the assets of the Company to any Prohibited Owner or Person controlled by a Prohibited Owner.

“Company” has the meaning set forth in the recitals to this Agreement.

“Confidential Information” has the meaning set forth in Section 2.12(a).

“Contract” means any binding contract, agreement, subcontract, lease, sublease, license, purchase order, work order, sales order, indenture, note, bond, instrument, mortgage, commitment, covenant or undertaking.

“Crown” means Crown Imports, LLC, a Delaware limited liability company, and any successor thereto.

“Disclosing Party” has the meaning set forth in Section 2.12(a).

“Disposition” means the sale, transfer, exclusive license or other disposition (including any sale and leaseback transaction) of any property (including stock, membership interest, partnership and other equity interests) by any Person of property owned by such Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Exchange Act” means the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder, in each case, as amended.

“Excluded Services” has the meaning set forth in Section 2.01.

“Force Majeure Events” has the meaning set forth in Section 6.02.

“Grupo Modelo” means Grupo Modelo, S.A.B. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico.

“Grupo Modelo Entities” means, Grupo Modelo together with Affiliates and any successors thereto (other than the Company or Servicios).

“Inamex Equipment” means the fixtures and equipment owned by Inamex de Cerveza y Malta, S.A. de C.V. that are on or about the Plant Property (including, to the extent applicable, any buildings, cranes, tanks, compressors and pasteurizers) and any user manuals, brochures or other documentation or written information regarding, or designed to facilitate the use of, such fixtures and equipment.

“Interim Supply Agreement” means that certain Interim Supply Agreement, dated as of the date hereof, by and between Grupo Modelo and Crown.

“Invoices” has the meaning set forth in Section 3.02(b)(i).

“IT” means information technology.

“IT Service” means a service involving the management, maintenance, installation or utilization of computer hardware and software used in connection with the operation of the business of the Company, including the management, maintenance, installation or utilization of IT Systems.

“IT Systems” means the computer systems, telephone systems, email and similar information storage or transfer systems, and computer systems for management, maintenance, operation and utilization of equipment and facilities located at the Piedras Negras Plant, utilizing computer hardware and software in connection with the operation of the business of the Company

“Knowing and Intentional” means that (i) a certain act or omission was voluntarily made with the understanding that the act or omission constitutes a breach of this Agreement, and (ii) such breach was not cured promptly after receipt of notice thereof (taking into account how long it reasonably takes to cure such breach). For the avoidance of doubt, “Knowing and Intentional” does not require the proof of *scienter*, bad faith or of any intent to cause any particular damage or harm.

“Membership Interest Purchase Agreement” means that certain Amended and Restated Membership Interest Purchase Agreement, dated as of February 13, 2013, by and among Seller, Purchaser, Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc.

“Migration” means the transfer of the Transferred Data from Seller’s IT Systems to Purchaser’s IT Systems (including SAP).

“Migration Plan” has the meaning set forth in Section 3.02(c).

“Out-of-Pocket Costs” has the meaning set forth in Section 3.02(a).

“Other G&A Services” has the meaning set forth in Section 2.01(c).

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Pass-Through Charges” means the actual documented costs charged (without markup) by a Third-Party Service Provider for the Services provided.

“Performance Standard” has the meaning set forth in Section 2.07(a).

“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).

“Permitted Purpose” has the meaning set forth in Section 2.12(a).

“Person” means any natural person, firm, partnership, association, corporation, company, trust, business trust, governmental authority or other entity.

“Piedras Negras Plant” means that certain brewery owned and operated by the Company and located in Piedras Negras, Coahuila, Mexico.

“Procurement and Logistics Transition Services” has the meaning set forth in Section 2.01(b).

“Product” has the meaning in the Interim Supply Agreement.

“Prohibited Owner” means Carlsberg Breweries A/S, Heineken Holding NV, SABMiller plc, Molson Coors Brewing Company, Miller Coors LLC, any of their respective controlled Affiliates and any successor of any of the foregoing, or any Person (other than a Subsidiary of Purchaser or a Permitted Holder) owning, distributing or brewing Beer brands of which 275 million Cases (as such term is defined in Section 1.1 of the Sublicense Agreement) or more were sold in the Territory during the calendar year ended immediately prior to the determination of whether such Person is a Prohibited Owner.

“Purchaser” has the meaning set forth in the preamble to this Agreement.

“Purchaser Indemnified Parties” has the meaning set forth in Section 5.02.

“Receiving Party” has the meaning set forth in Section 2.12(a).

“Sales Taxes” has the meaning set forth in Section 3.06(a).

“Seller” has the meaning set forth in the preamble to this Agreement.

“Service Coordinator” has the meaning set forth in Section 2.08.

“Services” has the meaning set forth in Section 2.01(e).

“Services Licensee” has the meaning set forth in Section 2.11(a).

“Settlement Date” has the meaning set forth in the GM Agreement.

“Stock Purchase Agreement” has the meaning set forth in the recitals to this Agreement.

“Sublicense Agreement” means that certain Amended and Restated Sub-license Agreement dated as of the date hereof by and between Constellation Beers Ltd. and Marcas Modelo, S. de R.L. de C.V.

“Subsidiary” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company, trust, estate or other Person of which (or in which), directly or indirectly, more than fifty percent (50%) of (i) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors, managers or others performing similar functions of such entity (irrespective of whether at the time capital stock of any other class or classes of such entity shall or might have voting power upon the occurrence of any contingency), (ii) the interest in the capital or profits of such partnership, joint venture or limited liability company or other Person or (iii) the beneficial interest in such trust or estate is at

the time owned by such first Person, or by such first Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"Supply Services" has the meaning set forth in Section 2.01(e).

"Taxes" means (i) all Mexican federal, state or local or foreign taxes, fees, assessments, levies or other governmental charges, or any liability for any of the foregoing together with all interest, penalties and additions imposed by any Governmental Authority.

"Territory" has the meaning assigned to that term in Section 1.1 of the Sublicense Agreement.

"Third Party" means any Person that is neither a Party nor an Affiliate of a Party.

"Third-Party Contract" has the meaning set forth in Section 2.03.

"Third-Party Service Provider" has the meaning set forth in Section 2.03.

"Transferred Data" shall mean the data generated by the Company in connection with the operation of the business of the Company and managed and maintained by Grupo Modelo on behalf of the Company or Servicios.

"Voting Stock" means (i) with respect to a corporation, the stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect or appoint at least a majority of the board of directors or trustees of such corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) and (ii) with respect to a partnership, limited liability company or business entity other than a corporation, the equity interests thereof.

"Yeast" has the meaning assigned to that term in Section 1.1 of the Sublicense Agreement.

Section 1.02 Other Definitional Provisions. Unless the express context otherwise requires:

- (a) the word "day" means calendar day;
- (b) the words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (c) the terms defined in the singular have a comparable meaning when used in the plural, and *vice versa*;
- (d) the terms "Dollars" and "\$" mean United States Dollars;
- (e) references herein to a specific Section, Subsection or Schedule shall refer, respectively, to Sections, Subsections or Schedules of this Agreement;

(f) wherever the word “include”, “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(g) references herein to any gender include the other gender;

(h) references in this Agreement to the “United States” mean the United States of America and its territories and possessions;

(i) references in this Agreement to the “Mexico” mean Mexico and its territories and possessions;

(j) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”; and

(k) except as otherwise specifically provided in this Agreement, any agreement, instrument or statute defined or referred to herein means such agreement, instrument or statute as from time to time amended, supplemented or modified, including (i) (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and (ii) all attachments thereto and instruments incorporated therein.

ARTICLE II

SERVICES

Section 2.01 Provision of Services. Subject to the terms and conditions of this Agreement, Seller shall provide, or cause to be provided, to Purchaser for the benefit of the Company and for the Piedras Negras Plant, Servicios:

(a) consulting services with respect to the management of the Piedras Negras Plant (the “Brewery Operations Services”);

(b) consulting services in logistical matters, materials resource planning and advisory services on procurement matters in connection with the transitioning of the operations of the Piedras Negras Plant (together, the “Procurement and Logistics Transition Services”);

(c) general administrative services currently provided at the Piedras Negras Plant or to Servicios, including information technology (IT Service), finance and regulatory compliance, services related to the testing of products and packaging in Crown’s current development pipeline as of the date of the Stock Purchase Agreement at Grupo Modelo’s Mexico City test brewery, human resources and promotional, retail and licensing services performed by GModelo Corporation as of the date of the Stock Purchase Agreement (it being agreed and understood Purchaser that shall use its reasonable best efforts, with the cooperation of Seller, to identify and engage a Third Party to perform such promotional, retail and licensing services (or perform such services itself) as soon as practicable after the date hereof) (collectively, the “Other G&A Services”);

(d) services relating to the Brewery Expansion Plan as more fully set forth on Schedule 2.01(d) (the “Brewery Expansion Services”); and

(e) the supply of aluminum cans, glass, malt, crowns and caps, hops, corn starch, can lids, Cartons and Yeast (the “Supply Services”, and, together with the Brewery Operations Services, the Other G&A Services, the Procurement and Logistics Transition Services and the Brewery Expansion Services, the “Services”);

provided, however, that under no circumstances shall the Services include services related to or connected with (i) capital expenditures (other than the consulting service required to be provided in connection with the Brewery Expansion Services), (ii) innovation (such services in clauses (i) and (ii), together, the “Excluded Services”) and (iii) supply (other than with respect to Supply Services); provided, further, that other than with respect to the Brewery Expansion Services, the scope of the foregoing Services shall not be required to be greater than the scope of the services that were provided by any Grupo Modelo Entity to the Company in the ordinary course of business during the 12 months immediately prior to the Settlement Date, but such scope shall be at least equal to the scope of the services that were provided by any Grupo Modelo Entity to the Company in the ordinary course of business during the 12 months immediately prior to the Settlement Date. Notwithstanding anything to the contrary, under no circumstances shall Seller have the authority to make any decisions with respect to the operation and expansion of the Piedras Negras Plant or the Company.

Section 2.02 Additional Necessary Services. Seller agrees to provide any additional services other than the Excluded Services for the operation of the Company, upon Purchaser’s reasonable request and at a price to be agreed upon after good faith negotiations between the Parties; provided, that the scope of any such additional services shall be no greater than the services that were provided by any Grupo Modelo Entity to the Company in the ordinary course of business during the 12 months immediately prior to the Settlement Date. Any such additional necessary services so provided by Seller shall constitute Services under this Agreement and be subject in all respect to the provisions of this Agreement.

Section 2.03 Third-Party Service Providers. Seller may satisfy its obligation to provide the applicable Services hereunder by causing (a) one or more of its Affiliates that is reasonably capable of performing the Services, to provide such Services or by subcontracting any of such Services or any portion thereof to such Affiliates (and Seller hereby fully and unconditionally guarantees the due and punctual performance of the Services by any such Affiliate), or (b) procuring any of such Services or portion thereof, from any Third Party (such a Third Party, a “Third-Party Service Provider”) that is reasonably capable, in Purchaser’s reasonable judgment, of performing the Services (provided that Bain Consulting, LLC and Accenture shall be deemed to be reasonably capable in Purchaser’s reasonable judgment for purposes of this Section 2.03(b)); provided, however, notwithstanding the foregoing, Seller may not subcontract, or otherwise delegate its obligations to provide Services hereunder to any Third Party (other than an Affiliate of Seller) without the express written consent of Purchaser (with such consent not to be unreasonably conditioned, withheld or delayed). Seller shall use commercially reasonable efforts to enforce the provisions of any Contract with a Third-Party Service Provider (a “Third-Party Contract”) that is related to the Services provided for Purchaser’s and the Company’s benefit and upon Purchaser’s or the Company’s written request describing the default of the Third-Party Service Provider and supporting the demand of

performance, compensation or indemnity, Seller shall use commercially reasonable efforts to pursue any required performance, warranty or indemnity under any Third-Party Contract on Purchaser's or the Company's behalf. Purchaser shall reimburse Seller for all Out-of-Pocket Costs incurred by Seller in connection with pursuing any such performance, warranty or indemnity on behalf of Purchaser. The above is without prejudice to any of Seller's or Purchaser's rights against the Third-Party Service Provider as a result of any Pass Through Warranty.

Section 2.04 Transitional Nature of Services. The Parties acknowledge the transitional nature of the Services. Accordingly, subject to Article VI, as promptly as practicable following the execution of this Agreement, Purchaser agrees to use commercially reasonable efforts to make a transition of each Service to its own internal organization or to obtain alternative Services from Third Parties on or prior to the following transition dates for each of the Services:

(a) with respect to Brewery Operations Services, the date that is six months from the date of this Agreement,

(b) with respect to Other G&A Services, the date that is 24 months from the date of this Agreement; provided, however, that at Purchaser's option, the provision of Other G&A Services pursuant to this Agreement may be extended to the date that is 36 months from the date of this Agreement;

(c) with respect to Procurement and Logistics Transition Services, the date that is 36 months from the date of this Agreement; provided, however, that, with respect to the materials resource planning services provided pursuant to Section 2.01(b), if the Company has been unable to obtain and install its own materials resource planning IT System prior to the date that is six months from the date of this Agreement, such services shall continue to be provided pursuant to this Agreement until the earlier of (i) the date on which the Company has obtained and fully installed such system and (ii) the date that is 36 months from the date of this Agreement;

(d) with respect to Brewery Expansion Services, the date that is 36 months from the date of this Agreement; provided that Purchaser shall use commercially reasonable efforts to meet each of the Target Completion Dates for the applicable Brewery Expansion Plan Milestone as set forth on Schedule 2.01(d); and

(e) with respect to each Supply Service, the date that is 36 months from the date of this Agreement.

It is agreed that, although Purchaser has agreed to use its commercially reasonable efforts as set forth herein, Seller shall have no right to receive damages or terminate this Agreement arising out of any claim that Purchaser failed to use such efforts; provided that in no case shall Seller be required to provide any particular Services beyond the latest date for such particular Service as set forth in this Section 2.04. Without limiting the foregoing, Purchaser and Seller agree to cooperate in good faith to negotiate an agreement with the current supplier of Cartons, Gondi, S.A. de C.V., to supply Cartons directly to the Company on terms independent of any supply to Grupo Modelo and its subsidiaries.

Section 2.05 Exception to Obligation to Provide Services and Cooperation on Third Party Contracts Should (a) the provision of a Service by Seller violate, increase or constitute a breach of Seller's obligations under any Law or any Contract to which Seller or any of its Affiliates is subject, or (b) any Contract or arrangement with any Third Party pursuant to which the Company received goods and services during the 12 months immediately prior to the Closing (a "Prior Contract"), due to the Closing (i) be terminated by a party to such Prior Contract (other than the Company), (ii) entitle a party to such Prior Contract (other than the Company) to increase, and such party does increase, the cost or obligation of, or reduce the benefit to, the Company under such Prior Contract, or (iii) result in the inability of the Company to obtain after the Closing Date, goods or services that are the subject of the Prior Contract, for a cost that is consistent with the cost the Company was required to incur prior to the Closing, then the Parties shall each use their respective reasonable best efforts to obtain (or cause to be obtained) all consents, agreements, waivers and licenses necessary for any such Service or such goods or services to be provided to the Company (it being understood that such reasonable best efforts, with respect to Purchaser, include, to the extent appropriate, attempting to obtain a consent, agreement, waiver or license from an existing Third-Party service provider of Purchaser), such that the Company will be able to operate in the same or better manner as it was operated during the 12 months immediately prior to the Settlement Date, provided that such requirement shall not be deemed to be a guaranty of any particular result. If any such consents, agreements, waivers and licenses cannot be obtained and Purchaser has not entered into a Contract for the provision of (1) all or a part of such Service with a Third-Party Service Provider on terms consistent with the terms of the applicable Prior Contract or (2) such goods or services, or a functional equivalent of either on consistent terms and conditions (including price and quality), then the Parties shall use their reasonable best efforts to arrange for alternative methods of delivering any goods or services such that the Company will be able to operate in the same or better manner as it was operated during the [****], provided that such requirement shall not be deemed to be a guaranty of any particular result. [****] The Parties shall continue to use their reasonable best efforts to obtain all consents, agreements, waivers or licenses (it being understood that such reasonable best efforts, with respect to Purchaser, includes, to the extent appropriate, attempting to obtain a consent, agreement, waiver or license from an existing Third-Party service provider of Purchaser), until they have been obtained or the parties have undertaken an alternative method of delivering any goods or services such that the Company will be able to operate in the same or better manner as it was operated during the 12 months immediately prior to the Settlement Date, as set forth in this Agreement.

[****]

Nothing in this Agreement, including this Section 2.05, is intended to, or shall, constitute a waiver or modification of the rights of ABI or the Buyer Parties under Sections 5.13 and 5.14 of the Stock Purchase Agreement.

Section 2.06 Duration of Services. Subject to Article VI, each of the Services shall be provided commencing from and after the Closing Date, unless a different date is specified as the commencement date on a Schedule hereto, and shall continue for the period set forth in Section 2.04 (with respect to a particular Service, the "Service Term"). For example, Purchaser

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[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

may enter into a contract with a Third Party for the supply of Cartons and thereby terminate the Supply Service regarding the supply of Cartons hereunder; provided, however, that in the event of any such termination, all Supply Services, other than the Supply Service regarding the supply of Cartons and any other Supply Service that had been previously terminated in accordance with the terms of this Agreement, shall continue.

Section 2.07 Standard of Services.

(a) Except as otherwise agreed in writing between the Parties after the date of this Agreement and subject to Section 2.03, Seller shall provide the Services, or cause the Services to be provided, at a level of quality similar in all material respects to the manner in which the Services were performed and with the same standard of care as provided, in each such case, in connection with the operation of the Company and the Piedras Negras Plant during the 12 months immediately prior to the Settlement Date, such that the Piedras Negras Plant will continue to be operated in the same or better manner as it was operated during the 12 months immediately prior to the Settlement Date, provided that such performance standard shall not be deemed to be a guaranty of any particular result (the "Performance Standard"), provided further that the foregoing shall not modify, limit or amend Seller's obligation to provide the requirements of aluminum cans, glass, malt, crowns and caps, hops, corn starch, can lids, Cartons and Yeast, in accordance with Schedule 3.02(a)(i) of this Agreement. Under no circumstance shall Seller be obligated to meet any key performance indicators or other similar metrics; provided that Seller shall use commercially reasonable efforts to meet each of the Target Completion Dates for the applicable Brewery Expansion Plan Milestone as set forth on Schedule 2.01(d), it being agreed that although Seller has agreed to use such commercially reasonable efforts, Purchaser shall have no right to receive damages, equitable relief or terminate this Agreement arising out of any claim that Seller failed to use such efforts or any failure to meet any Brewery Expansion Plan Milestone.

(b) Notwithstanding anything to the contrary in this Agreement, in no event shall Seller or any of its Affiliates be liable for any Liability related to, arising out of or connected with any Services provided by a Third-Party Service Provider, other than in connection with a Knowing and Intentional act or omission by Seller or any of its Affiliates (including any Knowing and Intentional breach by Seller of its obligation to use commercially reasonable efforts to enforce any Third-Party Contract as set forth in Section 2.03). Purchaser acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties and that all Services are provided by Seller and any of its Affiliates as an independent contractor.

(c) Seller warrants and covenants that all Services to be performed by Seller shall be performed in compliance with all applicable laws, rules and regulations, including all laws, rules and regulations relating to alcoholic beverages.

Section 2.08 Service Coordinators. Each Party hereby appoints as of the date hereof the representative set forth on Schedule 2.08 attached hereto (each such representative, a "Service Coordinator"), who shall be responsible for coordinating and managing the provision and receipt of the applicable Services and shall have authority to act on the applicable Party's behalf with respect to matters relating to this Agreement (unless and until a replacement

representative is designated by the applicable party hereto by advance written notice to the other party hereto in accordance with Section 7.02).

Section 2.09 Cooperation. Purchaser shall, and shall cause its Affiliates to, use its commercially reasonable efforts to (a) cooperate with Seller and any Third-Party Service Provider with respect to the provision of any Service and (b) enable Seller and any Third-Party Service Provider (as the case may be) to provide the Services in accordance with this Agreement. Notwithstanding anything to the contrary, none of Purchaser, its Affiliates or any of its representatives shall take any action or omit to take any action that would interfere with or increase the cost or expense of Seller or any Third-Party Service Provider.

Section 2.10 Access. Purchaser shall (a) make available on a timely basis such information and materials as are reasonably requested by Seller or any Third-Party Service Provider to enable such Person to provide the Services and (b) provide to Seller or Third-Party Service Provider reasonable access to its premises and facilities during normal business hours and the equipment, systems, software and networks located therein, to the extent necessary for the purpose of providing the Services. Seller shall make available on a timely basis such information and materials as are reasonably requested by Purchaser in order to facilitate the receipt of Services.

Section 2.11 Ownership of Intellectual Property.

(a) Except as otherwise expressly provided in this Agreement or in any other Transaction Agreement, Seller, Purchaser, any Third-Party Service Provider and the respective Affiliates of each such Person shall retain all right, title and interest in and to their respective Intellectual Property and any and all improvements, modifications and derivative works thereof. No license or right, express or implied, is granted under this Agreement by Seller, Purchaser, any Third-Party Service Provider and the respective Affiliates of each such Person in or to their respective Intellectual Property, except that, solely to the extent required for the provision or receipt of the Services (as the case may be) in accordance with this Agreement, each of Seller and Purchaser, for itself and on behalf of the respective Affiliates thereof, hereby grants to the other (and the respective Affiliates thereof) a non-exclusive, revocable license during the term of this Agreement to such Intellectual Property that is provided by the granting Party to the other Party ("Services Licensee") in connection with this Agreement, but only to the extent and for the duration necessary for the Services Licensee to provide or receive the applicable Service as permitted by this Agreement (it being understood that such a license shall terminate or shall be deemed terminated immediately upon the expiration of the term hereof or earlier as provided in Article VI and is subject to any licenses granted by other Persons with respect to Intellectual Property not owned by Seller, Purchaser or the respective Affiliates of such Person).

(b) Subject to the limited license granted in Section 2.11(a), in the event that any Intellectual Property is created by Seller or a Third-Party Service Provider in the provision of any Services, all right, title and interest throughout the world in and to all such Intellectual Property shall vest solely in such Person unconditionally and immediately upon such Intellectual Property having been developed, written or produced, unless the applicable parties otherwise agree in writing; provided, however, that any Intellectual Property specifically developed or commissioned for the benefit of Purchaser or the Company by Seller or a Third-Party Service

Provider shall be owned by and become the sole property of Purchaser or the Company, as applicable.

(c) Except as otherwise expressly provided in this Agreement or in any other Transaction Agreement, (i) no Party (or any of its Affiliates) shall have by virtue of this Agreement any licenses with respect to any Intellectual Property (including software), hardware or facility of the other Party and (ii) Purchaser shall not have by virtue of this Agreement any licenses with respect to any Intellectual Property (including software) of any Third-Party Service Provider not granted to Purchaser pursuant to [Section 2.11\(b\)](#). All rights and licenses not expressly granted in this Agreement or in any other Transaction Agreement are expressly reserved by the relevant Party. Each Party shall from time to time execute any documents and take any other actions reasonably requested by the other Party to effectuate the intent of this [Section 2.11](#).

Section 2.12 [Confidentiality](#).

(a) During the term of this Agreement and thereafter, the Parties shall, and shall instruct their respective representatives to, maintain in confidence and not disclose the other Party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "[Confidential Information](#)"). Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any Contract between the Parties, any Party receiving any Confidential Information of the other Party (the "[Receiving Party](#)") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "[Permitted Purpose](#)"). Any Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this [Section 2.12](#) and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; provided, however, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a Governmental Order, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "[Disclosing Party](#)"), and take all reasonable steps requested by the Disclosing Party and at the sole cost and expense of the Disclosing Party to assist in contesting such Governmental Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its outside legal counsel in writing that it is legally bound to disclose under such Governmental Order.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this [Section 2.12](#); (ii) was rightfully received from a Third Party without a duty of confidentiality or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

(d) The Parties agree that the Confidential Information of the Company relating to pricing or sales is competitively sensitive, and Seller shall establish, implement and maintain procedures and take such other steps that are reasonably necessary to prevent any disclosure of such information to its employees and those of its Affiliates who have direct responsibility for marketing, distributing or selling Beer (other than the Products) in the United States.

Section 2.13 Records. Seller shall use commercially reasonable efforts to create and maintain full and accurate books and records in connection with its provision of the Services, and, upon reasonable advance notice from Purchaser or the Company, shall make available for inspection and copy by such party's representatives and agents such books and records during reasonable business hours. Seller may, but shall not be required to, maintain records under this Agreement following the termination of this Agreement.

Section 2.14 Inamex Equipment. On or as soon as practicable after the date hereof, (i) Seller, at no cost to Purchaser and on an "as is", "where is" and "with all faults" basis only, shall assign, transfer and convey, or shall otherwise cause the assignment, transfer and conveyance of, all right, title and interest in and to the Inamex Equipment to Purchaser or its Affiliate and (ii) Purchaser or its Affiliate shall accept from Seller such right, title and interest in and to the Inamex Equipment. Each of Seller and Purchaser shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required in order to assign, transfer and convey the Inamex Equipment in accordance with this Section 2.14.

ARTICLE III

COMPENSATION

Section 3.01 Responsibility for Wages and Fees. For such time as any employees of Seller or any of its Affiliates are providing the Services to Purchaser under this Agreement, (a) such employees will remain employees of Seller or such Affiliate, as applicable, and shall not be deemed to be employees of Purchaser for any purpose, and (b) Seller or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 3.02 Terms of Payment and Related Matters. Unless otherwise specified herein or in any Schedule hereto:

(a) As consideration for provision of the Services, Purchaser shall pay Seller (i) for the Supply Services, on the terms and conditions set forth in Schedule 3.02(a) (i), and (ii)

for all other services listed in Section 2.01, on the terms and conditions set forth in Schedule 3.02(a)(ii). In addition, in the event that Seller or any of Seller's Affiliates (other than a Third-Party Service Provider) or any Third-Party Service Provider (other than an Affiliate of Seller) incurs reasonable and documented actual out-of-pocket expenses (without markup) in the provision of any Service, including, license fees and payments to Third-Party Service Providers or subcontractors, any of Seller's Affiliates (other than a Third-Party Services Provider) or any Third-Party Service Provider (other than an Affiliate of Seller) (such included expenses, collectively, "Out-of-Pocket Costs"), Purchaser shall reimburse Seller or Third-Party Service Provider (as the case may be) for all Out-of-Pocket Costs in accordance with the invoicing procedures set forth in Section 3.02(b). Notwithstanding anything set forth in this Agreement, Purchaser shall not be obligated to pay Seller any internally allocated costs of Seller, including wages, overhead or similar costs in respect of the Services. Furthermore, Seller may direct Purchaser in writing to make any payments of Out-of-Pocket Costs or Pass-Through Charges, directly to Third Parties.

(b)

(i) Seller shall provide Purchaser, in accordance with Section 7.02 of this Agreement, with monthly invoices ("Invoices"), which shall set forth in reasonable detail, with such supporting documentation as Purchaser may reasonably request with respect to Out-of-Pocket Costs and amounts payable under this Agreement; and

(ii) payments pursuant to this Agreement shall be made within 30 Business Days after the date of receipt of an Invoice by Purchaser from Seller.

(c) Migration and Migration Services. Purchaser and Seller shall, at the sole expense of Purchaser, promptly and cooperatively develop and implement a separation and related migration plan, including addressing all reasonable concerns by Seller regarding the transfer of data, including privacy, destruction or damage to data (collectively, the "Migration Plan") in order to achieve a Migration of the Transferred Data. Purchaser shall manage the development of the Migration Plan and the Migration pursuant to the Migration Plan and the Parties shall reasonably agree to a work plan for any such migration. Seller shall, at Purchaser's request and sole expense (which shall include the proportional salary and benefit expenses associated with Seller's employees but not other overhead), reasonably collaborate with Purchaser and provide Purchaser with assistance reasonably requested by Purchaser in connection with the development and implementation of the Migration Plan, it being understood that Seller shall not be obligated to take or to permit any action which reasonably threatens the integrity of the data of Seller or its Affiliates or the operation of its or its Affiliates' businesses. Purchaser shall consider in good faith Seller's comments to the Migration Plan. The Service Coordinators shall represent their principals in all matters associated with the Migration.

Section 3.03 Extension of Services. The Parties agree that neither Seller nor any Third-Party Service Provider shall be obligated to perform any Service upon the expiration of the applicable Service Term.

Section 3.04 Terminated Services. Upon termination or expiration of any or all Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, Seller shall have no further obligation to provide the applicable terminated Services and Purchaser

will have no obligation to pay any future compensation or Out-of-Pocket Costs relating to such Services (other than for or in respect of (i) Services already provided in accordance with the terms of this Agreement and received by Purchaser prior to such termination and (ii) with respect to aluminum cans, glass, malt, crowns and caps, hops, can lids, Yeast, Cartons and corn starch that have, as of the termination of this Agreement, been shipped to the Company but have not delivered in its entirety in connection with the provision of the Supply Services).

Section 3.05 Invoice Disputes. In the event of an Invoice dispute, Purchaser shall use commercially reasonable efforts to deliver a written statement to Seller no later than seven (7) Business Days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in Section 3.02(b) (unless otherwise specified herein or in a schedule hereto); provided that nothing in this Section 3.05 shall prevent Purchaser from (a) disputing any Invoice that includes an incorrectly calculated fee or charge, for a period of one year after such Invoice was paid by Purchaser, or (b) prevent Purchaser from obtaining the rights set forth in Section 3.06 below. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing the Services in accordance with this Agreement pending resolution of any dispute.

Section 3.06 Audits. Seller shall make and keep books, records, receipts, work-papers, invoices and other information containing complete and accurate, data and other such particulars as may be reasonably necessary to verify all amounts charged to Purchaser under this Agreement, including all fees, Out-of-Pocket Costs, Pass-Through Charges and the prices, components and calculations thereof charged to Purchaser for Supply Services (including all Year 1 Base Prices for aluminum cans, glass, malt, crowns and caps, hops and corn starch and prices for can lids, Cartons and Yeast). Purchaser shall have the right to audit, or cause its representatives to audit, books, records, receipts, work-papers, invoices and other information during the term of this Agreement and for one (1) year thereafter, such audit to be conducted on reasonable advance notice and during normal business hours; provided that if the disclosure of any information would cause Seller to violate applicable Law, the terms of any confidentiality agreement or the confidentiality provision in any Contract, or impact any privilege, including the attorney/client privilege, Seller and Purchaser shall cooperate in good faith and take all such reasonable actions as are necessary to ensure that Purchaser is able to verify all amounts charged to Purchaser under this Agreement, including all fees, Out-of-Pocket Costs, Pass-Through Charges and the prices, components and calculations thereof charged to Purchaser for Supply Services (including all Year 1 Base Prices for aluminum cans, glass, malt, crowns and caps, hops and corn starch and prices for can lids, Cartons and Yeast). In the event that such audit reveals a discrepancy in the amounts paid by Purchaser to Seller from what was actually required to be paid, Seller shall refund Purchaser such overpayment, or Purchaser shall reimburse Seller for such underpayment, as applicable. In the event that Purchaser's overpayment is in excess of five percent (5%) of the amount Purchaser was required to pay Seller, Seller shall also reimburse Purchaser for the cost of such audit. Seller shall respond in writing to Purchaser regarding any items of noncompliance identified by Purchaser during such inspections or audits within seven (7) days of Purchaser's notice thereof and shall use its reasonable best efforts to remedy any such items of noncompliance within fifteen (15) days of notice thereof.

Section 3.07 Taxes.

(a) Purchaser shall be responsible for all sales, transfer, goods or services Tax, value added Tax, or similar gross-receipts-based Tax (including any such Taxes that are required to be withheld), imposed against or on services provided ("Sales Taxes") by Seller, an Affiliate of Seller, or Third-Party Service Provider. Notwithstanding any provision to the contrary, all consideration paid under this Agreement is exclusive of Sales Taxes.

(b) Purchaser shall be entitled to deduct and withhold Taxes required by any applicable Law to be withheld on payments made pursuant to this Agreement. To the extent any amounts are so withheld, Purchaser shall promptly provide to such Seller, Affiliate of Seller, or Third-Party Service Provider evidence of such payment to such Governmental Authority. Seller, an Affiliate of Seller, or Third-Party Service Provider shall, prior to the date of any payment to be made pursuant to this Agreement, at the request of Purchaser, make commercially reasonable efforts to provide such Seller, Affiliate of Seller, or Third-Party Service Provider any certificate or other documentary evidence (x) required by Law or (y) which such Seller, Affiliate of Seller, or Third-Party Service Provider is entitled by Law to provide in order to reduce the amount of any Taxes that may be deducted or withheld from such payment and Purchaser agrees to accept and act in reliance on any such duly and properly executed certificate or other applicable documentary evidence.

Section 3.08 Other Matters.

(a) Notwithstanding anything herein to the contrary, Seller shall have no obligation to hire, assign or retain any employees, agents, contractors or other personnel in connection with this Agreement or the Services hereunder, other than as expressly set forth in Schedule 3.02(a)(ii).

(b) Seller warrants that the aluminum cans, glass, malt, crowns and caps, hops, corn starch, can lids, Cartons and Yeast supplied to Purchaser pursuant to the Supply Services, that are manufactured by Seller or an Affiliate of Seller, shall be merchantable at the time of delivery to Purchaser and shall permit Purchaser and its Affiliates to comply with their obligations under the Sublicense Agreement. With respect to aluminum cans, glass, malt, crowns and caps, hops, corn starch, can lids, Cartons and Yeast supplied to Purchaser pursuant to the Supply Services that are manufactured by a Third Party, Seller or its applicable Affiliate shall pass through to Purchaser or its applicable Affiliate all warranties provided by such Third Party with respect to such product (the "Pass Through Warranty").

ARTICLE IV

[RESERVED]

ARTICLE V

LIMITED LIABILITY AND INDEMNIFICATION

Section 5.01 Limitation on Liability. In no event shall Seller have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or

indirect damages, including (i) loss of future revenue or income, (ii) loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement (the losses specified in clauses (i) and (ii) of this Section 5.01, collectively, "Lost Profits"), or (iii) diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault (such damages, collectively, "Consequential Damages"); provided, however, that the foregoing limitation on the Seller's liability for reasonably foreseeable Lost Profits shall not apply (provided that, for the avoidance of doubt, the foregoing limitation on Consequential Damages other than reasonably foreseeable Lost Profits shall nevertheless apply) to the extent Seller's liability relates to, arises out of or results from the failure to timely supply Yeast, cans, malt and glass in such quantities and of such quality as required by the terms of this Agreement. Notwithstanding anything herein to the contrary, Seller's aggregate liability under this Agreement, to the extent such liability relates to, arises out of or results from the failure to timely supply Yeast, cans, malt and glass in such quantities and of such quality as required by the terms of this Agreement, shall not exceed \$250,000,000.00. In addition, the limitation on Consequential Damages set forth above shall not apply to any such damages awarded and paid to a third party.

Section 5.02 Indemnification. Subject to the limitations set forth in Section 5.01, Seller shall indemnify, defend and hold harmless Purchaser and its Affiliates and each of their respective Representatives (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses of Purchaser Indemnified Parties relating to, arising out of or resulting from the gross negligence or willful misconduct of Seller or its Affiliates or any Third Party that provides a Service to Purchaser pursuant to Section 2.03 in connection with the provision of, or failure to provide, any Services to Purchaser.

Section 5.03 No Duplicative Indemnification. No Party may obtain duplicative indemnification or other recovery for Losses and recoveries under one or more provisions of this Agreement, the Stock Purchase Agreement, and the Membership Interest Purchase Agreement, the Sublicense Agreement or any other agreement ancillary thereto. In no event shall any indemnification or other recovery for Losses hereunder be aggregated with, or otherwise subject to, any of the indemnification limits or conditions set forth in Article VII of the Stock Purchase Agreement.

Section 5.04 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER (a) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND SERVICES PROVIDED HEREUNDER, AND ALL SUCH MATERIALS AND SERVICES ARE PROVIDED "AS IS," AND (b) DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.

ARTICLE VI

TERMINATION

Section 6.01 Termination of Agreement. Subject to Section 6.03, this Agreement shall terminate in its entirety on the third anniversary of the Closing Date or earlier (a) by mutual written consent of the Parties, (b) upon the occurrence of a Change of Control, (c) by Purchaser at any time upon providing written notice of termination to Seller or (d) by Seller upon any assignment of all, but not less than all, rights, powers, privileges, duties or obligations under the Sublicense Agreement, other than any assignment to an Affiliate of Purchaser; provided that any payment obligations of Purchaser shall survive such termination, and the parties obligations' under the last sentence of Section 2.11, Section 2.12, Section 3.04, Article V, Article VI and Article VII shall survive such termination.

Section 6.02 Force Majeure. The obligations of Seller and any Third-Party Service Provider under this Agreement with respect to any Service shall be suspended during the period and to the extent that Seller or Third-Party Service Provider is prevented or materially hindered from providing such Service, or Purchaser is prevented or materially hindered from receiving such Service, due to any of the following causes beyond such Persons reasonable control (such causes, "Force Majeure Events"): (a) acts of God, (b) flood, fire or explosion, (c) war, invasion, riot or other civil unrest, (d) Governmental Order or Law, (e) actions, embargoes or blockades in effect on or after the date of this Agreement, (f) action by any Governmental Authority, (g) national or regional emergency, (h) strikes, labor stoppages or slowdowns or other industrial disturbances, (i) shortage of adequate power or transportation facilities, (j) adverse weather conditions or (k) any other event which is beyond the reasonable control of such party. The Person suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other party stating the date and extent of such suspension and the cause thereof, and Seller or Third-Party Service Provider (as the case may be) shall resume the performance of such Persons obligations as soon as reasonably practicable after the Force Majeure Event ends. None of Purchaser, Seller or any Third-Party Service Provider shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event. From and during the occurrence of a Force Majeure Event, Seller and any Third-Party Service Provider (as applicable) may, but shall not be under any obligation to replace the affected Services.

Section 6.03 Effects of Termination; Survival. Nothing in this Article VI will relieve any Party from its liability for any breach or violation of this Agreement prior to any termination hereof. The provisions of any payment obligations of Purchaser shall survive such termination, and the Parties' obligations under the last sentence of Section 2.11, Section 2.12, Section 3.04, Article V, Article VI and Article VII shall survive such termination.

Section 6.04 Return of Information. If this Agreement or a particular Service is terminated, upon request, each Party shall promptly return to the other Party all information furnished by such other party in connection with each terminated Service (including all copies or materials developed from such information, if any, thereof), except to the extent the Parties are required or permitted to retain pursuant to applicable Law.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 Treatment of Confidential Information. To the extent not inconsistent with Section 2.12, all information disclosed pursuant to this Agreement by either Party or to which either Party or its Affiliates or its or their representatives otherwise has access as a result of this Agreement or the performance of the Services shall be subject in all respects to Section 9.1 of the Stock Purchase Agreement.

Section 7.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested), (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient or on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid to the respective Parties at the following respective addresses (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller:

Anheuser-Busch InBev SA/NV
Brouwerijplein 1
Leuven 3000
Belgium
Attention: Chief Legal Officer & Company Secretary
Telephone: +32 16 276942
Fax: +32 16 506699

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: George J. Sampas
Krishna Veeraraghavan
Telephone: +1-212-558-4000
Facsimile: +1-212-558-3588

If to Purchaser:

Constellation Brands, Inc.
207 High Point Drive, Building 100
Victor, New York 14564

Attention: General Counsel
Telephone: +1 (585) 678-7266
Facsimile: +1 (585) 678-7103

with a copy to (which shall not constitute notice):

Nixon Peabody LLP
1300 Clinton Square
Rochester, NY
Attention: James O. Bourdeau
Telephone: +1 (585) 263-1000
Facsimile: +1 (585) 263-1600

Section 7.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible. Nothing in this Section 7.03 shall affect a Party's right to terminate this Agreement pursuant to Article VI.

Section 7.04 Entire Agreement. Except as expressly set forth herein, this Agreement (and the Schedules attached hereto), the Stock Purchase Agreement, the MIPA Agreement and the Sublicense Agreement, constitute the entire understanding of the Parties with respect to the transactions contemplated hereby, and supersede all prior and contemporaneous agreements and understandings, written and oral, among the Parties hereto with respect to the subject matter hereof. To the extent there is a conflict between this Agreement and the Stock Purchase Agreement, the terms of the Stock Purchase Agreement will control.

Section 7.05 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. Subject to Section 2.03 of this Agreement, no Party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other Party; provided, however, in the case of an assignment of Purchaser's rights and/or delegation of Purchaser's obligations to any Person (other than a Prohibited Owner), such consent shall not unreasonably be withheld by Seller, and any attempted or purported assignment in violation of this Section 7.05 shall be null and void; provided, further, that any obligation of any Party to the other Party under this Agreement, which obligation is performed, satisfied or fulfilled completely by an Affiliate of such first Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

Section 7.06 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express

or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 7.07 Amendment; Waiver. No provision of this Agreement may be amended, supplemented or modified except by a written instrument signed by all of the Parties thereto. No provision of this Agreement may be waived except by a written instrument signed by the party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 7.08 Governing Law. This Agreement shall be governed by, enforced pursuant with and construed in accordance with the laws of New York, without regard to the conflict of laws principles, to the extent such principles are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

Section 7.09 Consent to Jurisdiction/Venue. Each Party hereby waives, to the extent permitted by Law, all jurisdictional defenses, objections as to venue and any rights to appeal, review or nullify such award by any court or tribunal. Each of the Parties hereby submits to the exclusive jurisdiction of any court of competent jurisdiction in any Federal or State Court in the City of New York, County of New York, (the "Specified Court") in any action, suit or proceeding arising out of or relating to this Agreement and the non-exclusive jurisdiction of the Specified Court with respect to the enforcement of any award thereunder.

Section 7.10 Equitable Relief. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties agrees that, without the necessity of posting bonds or other undertaking, the other Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which such Party is entitled at Law or in equity. In the event that any Action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at Law. The Parties further agree that (a) by seeking any remedy provided for in this Section 7.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party and (b) nothing contained in this Section 7.10 shall require any party to institute any action for (or limit any Party's right to institute any action for) specific performance under this Section 7.10 before exercising any other right under this Agreement.

Section 7.11 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 7.13 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 7.14 No Set-Off. Neither Seller nor any of their respective Affiliates, on the one hand, nor Purchaser nor any of their respective Affiliates, on the other hand, shall have any set-off or other similar rights with respect to (a) any amounts due or owing (or to become due and owing) by such party or its Affiliates pursuant to this Agreement against (b) any other amounts due or owing or claimed to be due or owing to such party or its Affiliates pursuant to this Agreement or any other Contract.

Section 7.15 Expenses. Except as otherwise provided in this Agreement, any costs, expenses or charges incurred by any of the Parties hereto shall be borne by the party incurring such cost, expense or charge.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representative of each signatory set forth below as of the date first written above.

ANHEUSER-BUSCH INBEV SA/NV

By: /s/ Benoit Loore
Name: Benoit Loore
Title: VP Corporate Governance
Assistant Corporate Secretary

By: /s/ Ann Randon
Name: Ann Randon
Title: VP Control

CONSTELLATION BRANDS, INC.

By: /s/ F. Paul Hetterich
Name: F. Paul Hetterich
Title: Executive Vice President, Business
Development and Strategy

[Signature Page to Transition Services Agreement]

SCHEDULE 2.01(d)

- | <u>No.</u> | <u>Brewery Expansion Services</u> |
|------------|--|
| 1. | Advise on the design and formulation of the business plan to expand the capacity of the Piedras Negras Plant to produce, bottle, package and temporarily store Beer (as defined in the Interim Supply Agreement) by an additional ten million hectoliters per year over such capacity for the Piedras Negras Plant on the date of the Agreement (including construction of a brewhouse, packaging hall and warehouse) (the " <u>Project</u> ") |
| 2. | Provide advice in connection with identifying, preparing requests for proposals and bidding, retaining, and negotiating contracts with the architect, construction manager, general contractor, civil engineer, environmental engineer, equipment suppliers and any other professionals or consultants necessary or useful for the Project (" <u>Suppliers and Consultants</u> ") |
| 3. | Provide advice in connection with the architectural and construction plans, drawings, specifications, integration plan, engineering, logistics, utilities, calculations, proposals from Suppliers and Consultants, and/or other information required to complete the Project and provide timely feedback and responses to Purchaser and the Company regarding such review |
| 4. | Provide advice in connection with the preparation and review of the budget for the Project (the " <u>Project Budget</u> "), as well as updates to the Project Budget, including line items, qualifications, assumptions, exclusions, allowances, general conditions, insurance, contingencies, fees, and bonding costs, if any |
| 5. | Provide advice in connection with obtaining all necessary environmental reviews, zoning and other approvals, consents, permits, certificates, licenses, variances, easements, and authorizations required for the development of the Project (the " <u>Approvals</u> ") |
| 6. | Consult with and advise on matters relating to the performance of the Suppliers and Consultants with respect to their contractual obligations |
| 7. | Attend Project meetings as requested by Purchaser or the Company |
| 8. | Provide advice in connection with any progress reports or other submissions prepared monthly and submitted by the Suppliers and Consultants and consult with and provide timely feedback and responses to Purchaser and the Company regarding such review |
| 9. | At Purchaser's or the Company's request, consult with and advise Purchaser and the Company with respect to the progress of the Project and the performance of the Suppliers and Consultants with respect to their contractual obligations |
| 10. | Provide consultation as necessary or desirable, in the discretion of the Purchaser or the Company, regarding factual matters in any dispute resolution between the Company and any of the Suppliers and Consultants, (but not actively participate in any such dispute or provide legal advice). |

<u>No.</u>	<u>Brewery Expansion Plan Milestones</u>	<u>Target Completion Date</u>
11.	Prepare Brewery Expansion Plan	6 months from date of Agreement
12.	Retain and negotiate contract with Architect	6 months from date of Agreement
13.	Retain and negotiate contract with General Contractor	6 months from date of Agreement

14.	Retain and negotiate contract with Design and Engineering Firms	6 months from date of Agreement
15.	Prepare Project Budget	6 months from date of Agreement
16.	Obtain all Approvals for the Project	12 months from date of Agreement
17.	Begin construction of the Project	12 months from date of Agreement
18.	Warehouse construction and equipment installation completed	24 months from date of Agreement
19.	Brewhouse construction and equipment installation completed	30 months from date of Agreement
20.	Substantial Completion of the Project	30 months from date of Agreement
21.	Final Completion of the Project	36 months from date of Agreement

SCHEDULE 2.08

SERVICE COORDINATORS

1. Seller Service Coordinator: [****]

2. Purchaser Service Coordinator: [****]

¹ The services coordinator will be an employee of ABI or an Affiliate thereof but not from ABI's North American zone (which for the avoidance of doubt shall not exclude any employee of the Grupo Modelo or its Subsidiaries), will hold a bachelor's degree, speak fluent English and have a minimum of seven years of beer-industry experience, including operational and support functions.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

Schedule 3.02(a)(i)
SUPPLY SERVICES

Capitalized terms used but not defined shall have the meanings assigned to them in the Transition Services Agreement, between Anheuser-Busch Inbev SA/NV and Constellation Brands, Inc., dated June 7, 2013 (the "Agreement").

Bottles

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, bottles of the same type and quality supplied by Dirección de Fábricas, S.A. de C.V. ("DIFA"), for Grupo Modelo S.A.B. de C.V. ("Grupo Modelo") and its Affiliates as of the date hereof (the "Bottles"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price: The price paid by the Company to Seller for a Bottle shall be as follows:

[****]

Volume Requirement Seller shall supply the Company with Bottles in accordance with its Bottle Requirements on the terms and conditions herein.

Forecast Notifications The Company shall provide Seller with its forecasted Bottle Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Bottle Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Bottle Requirement within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Bottle Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

"Bottle Requirements" means the number of Bottles that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement: [****]

² An example of the calculation of the Price for Bottles is attached hereto.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

Freight Terms

Bottles will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

Malt

Description of Service:

Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, malt of the same type and quality as the malt supplied to Grupo Modelo and its Affiliates as of the date hereof (the "Malt"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price:

The price paid by the Company to Seller for a Unit of Malt shall be as follows:

[****]

Volume Requirement

Seller shall supply the Company with Malt in accordance with its Malt Requirements on the terms and conditions herein.

Forecast Notifications

The Company shall provide Seller with its forecasted Malt Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Malt Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Malt Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Malt Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

"Malt Requirements" means the number of Units of Malt that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirements:

[****]

Freight Terms

Malt will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

Corn Starch

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, corn starch of the same type and quality supplied to Grupo Modelo and its Affiliates as of the date hereof (the "Corn Starch"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price: The price paid by the Company to Seller for a Unit of Corn Starch shall be as follows:

[****]

Volume Requirement Seller shall supply the Company with Corn Starch in accordance with its Corn Starch Requirements on the terms and conditions herein.

Forecast Notifications The Company shall provide Seller with its forecasted Corn Starch Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Corn Starch Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Corn Starch Requirement within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Corn Starch Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

"Corn Starch Requirements" means the number of Units of Corn Starch, for a given year, that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement: [****]

Freight Terms Corn Starch will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

[****] Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits information subject to the confidentiality request. Omissions are designated with brackets containing asterisks. As part of our confidential treatment request, a complete version of this exhibit has been filed separately with the Securities and Exchange Commission.

Crowns

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, Crowns of the same type and quality as Crowns supplied to Grupo Modelo and its Affiliates as of the date hereof (the "Crowns"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price: The price paid by the Company to Seller for a Crown shall be as follows:

[****]

Volume Requirement Seller shall supply the Company with Crowns in accordance with its Crowns Requirements on the terms and conditions herein.

Forecast Notifications The Company shall provide Seller with its forecasted Crowns Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Crowns Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Crowns Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Crowns Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

"Crowns Requirements" means the number of Units of Crowns that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement: [****]

Freight Terms Crowns will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

Cans – Excluding lids

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, cans of the same type and

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quality as cans supplied to Grupo Modelo and its Affiliates as of the date hereof (the "Cans"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price: The price paid by the Company to Seller for a Can shall be as follows:

[****]

Volume Requirement Seller shall supply the Company with Cans in accordance with its Cans Requirements on the terms and conditions herein.

Forecast Notifications The Company shall provide Seller with its forecasted Can Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Can Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Can Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Can Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

"Can Requirements" means the number of Units of Can that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement: [****]

Freight Terms Cans will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

Hops

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, hops of the same type and quality supplied to Grupo Modelo and its Affiliates as of the date hereof (the "Hops"), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement.

Price: The price paid by the Company to Seller for a Unit of Hops shall be as follows:

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[****]

Volume Requirement

Seller shall supply the Company with Hops in accordance with its Hops Requirements on the terms and conditions herein.

Forecast Notifications

The Company shall provide Seller with its forecasted Hops Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Hops Requirements shall be subject to good faith negotiations between the Parties.

For Year One, the Company shall provide Seller with its forecasted Hops Requirement within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Hops Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

“Hops Requirements” means the number of Units of Hops, for a given year, that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement:

[****]

Freight Terms

Hops will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

Can Lids

Description of Service:

Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, can lids of the same type and quality supplied to Grupo Modelo and its Affiliates as of the date hereof (the “Can Lids”), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement. Can Lids shall be procured by Seller for sale to Purchaser hereunder, pursuant to the terms of the contract under which Grupo Modelo purchases Can Lids for itself and the Grupo Modelo Entities (the “Can Lids Pass-Through Contract”)

Price:

The price paid by the Company to Seller for Can Lids shall be [****]

Volume Requirement

Seller shall supply the Company with Can Lids in accordance with its Can Lid Requirements on the terms and conditions herein.

Forecast Notifications

The Company shall provide Seller with its forecasted Can Lid

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Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Can Lid Requirements shall be subject to good faith negotiations between the Parties. For Year One, the Company shall provide Seller with its forecasted Can Lid Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Can Lids Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

“Can Lid Requirements” means the number of Can Lids, for a given year, that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement: [****]

Freight Terms Can Lids will be shipped and delivered to the Company on terms and conditions set forth in the Can Lids Pass-Through Contract, unless otherwise agreed between the Parties.

Cartons

Description of Service: Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, Cartons of the same type and quality supplied to Grupo Modelo and its Affiliates as of the date hereof (the “Cartons”), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement. Cartons shall be procured by Seller for sale to Purchaser hereunder, pursuant to the terms of the contract under which Grupo Modelo purchases Cartons for itself and the Grupo Modelo Entities (the “Cartons Pass-Through Contract”)

Price: The price paid by the Company to Seller for Cartons shall be [****]

Volume Requirement Seller shall supply the Company with Cartons in accordance with its Cartons Requirements on the terms and conditions herein.

Forecast Notifications The Company shall provide Seller with its forecasted Carton Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Carton Requirements shall be subject to good faith negotiations between the Parties.
For Year One, the Company shall provide Seller with its forecasted Carton Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Carton Requirements for such year shall be determined on the basis of

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good faith negotiations between the Parties.

“Cartons Requirements” means the number of Cartons, for a given year, that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

Volume Requirement:

[****]

Freight Terms

Cartons will be shipped and delivered to the Company on terms and conditions set forth in the Cartons Pass-Through Contract, unless otherwise agreed between the Parties.

Yeast

Description of Service:

Seller shall sell to and supply the Company with, and the Company shall purchase from Seller, Yeast of the same type and quality supplied to Grupo Modelo and its Affiliates as of the date hereof (the “Yeast”), subject to the terms and conditions in this Schedule 3.02(a)(i) and in the Agreement. Except as otherwise specified in this Schedule 3.02(a)(i) or in the Agreement, Yeast shall be provided to Purchaser on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof) regarding the supply of Yeast, for the 12 month-period prior to the Settlement Date, unless otherwise agreed by the Parties.

Price:

The price paid by the Company to Seller for Yeast shall be [****]

Volume Requirement

Seller shall supply the Company with Yeast in accordance with its Yeast Requirements on the terms and conditions herein.

Forecast Notifications

The Company shall provide Seller with its forecasted Yeast Requirements for Year Two and Year Three at least 120 days prior to the end of Year One and Year Two, respectively. The methodologies used in calculating the Yeast Requirements shall be subject to good faith negotiations between the Parties. For Year One, the Company shall provide Seller with its forecasted Yeast Requirements within 30 days following the date of the Agreement; provided that if such a forecast has not been completed or is otherwise not available, the Yeast Requirements for such year shall be determined on the basis of good faith negotiations between the Parties.

“Yeast Requirements” means the amount of Yeast, for a given year, that the Company forecasts it will need on a monthly basis over such year in connection with the operation of the business of the Company.

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Volume Requirement:

[****]

Freight Terms

Yeast will be shipped and delivered to the Company on terms and conditions consistent with the past practice of the Company and Grupo Modelo (or an applicable Affiliate thereof), for the 12 month-period prior to the Settlement Date, for transactions of a similar type and size, unless otherwise agreed between the Parties.

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Schedule 3.02(a)(ii)

Fee Schedule³

Capitalized terms used herein shall have the meaning assigned to them in the Agreement.

Service

Brewery Operations Services

1. Seller would provide Purchaser a 3 full-time team consisting of:

- 1 ABI FTE expert in brewing and brewing quality⁴
- 2 supporting FTEs or equivalent (potentially from consulting firm familiar with ABI's operations)⁵

2. Seller would provide Purchaser the right to have up to 8 Brewery Operation Services experts on call (subject to reasonable notice and availability), at least two of which must be ABI employees at Purchaser's request.⁶

Brewery Expansion Services

1. Seller will provide Purchaser with a

³ Fees for services performed during the month that Closing Date takes place to be applied pro rata.

⁴ The ABI FTE expert will hold a bachelor's degree in engineering, speak fluent English and have a minimum of ten years of experience in beer production, processing, packaging and maintenance.

⁵ The supporting FTEs will each hold bachelor's degrees, speak fluent English and have experience in beer production, processing, packaging and maintenance, along with a familiarity with Seller's operations.

⁶ Candidates for these on call expert positions will hold bachelor's degrees, speak fluent English and have experience in brewing procurement, packaging, energy and/or water and will be made available to Purchaser for the provision of Brewery Operations Services for up to a maximum of eight (8) hours per week.

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Price

1. Full-time team: [****] per month (including expenses)

2. Per diem for Brewery Operation Services experts on call:

- For employees of ABI, [****] of the employee's total compensation and benefits expense to ABI, divided by [****].
- For third parties, [****] of the total compensation and benefits expense paid by ABI to an employee of equivalent seniority and expertise, divided by [****].

1. Retainer to have Brewery Expansion

right to have experts on call.

2. Seller would provide Purchaser the right to have up to 8 Brewery Expansion Services experts on call (subject to reasonable notice and availability), at least two of which must be ABI employees at Constellation's request.⁷

Procurement and Logistics Transition Services

Other G&A Services

Services experts on call: [****] per month

2. Per diem for Brewery Expansion Services experts on call (once retainer is exhausted):

- For employees of ABI, [****] of the employee's total compensation and benefits expense to ABI, divided by [****].
- For third parties, [****] of the total compensation and benefits expense paid by ABI to an employee of equivalent seniority and expertise, divided by [****].

[****] per month (including expenses)

All prices described above will be increase by:

- [****]

[****] per month

All prices described above will be increase by:

- [****]

⁷ Candidates for these on call expert positions will hold bachelor's degrees, speak fluent English and have experience in project management, operations, engineering and/or finance. The two experts who are Seller employees will have a minimum of 10 years of beer industry experience and will be made available to Purchaser for the provision of Brewery Expansion Services for up to a maximum of five (5) hours per week.

⁸ To meet its obligations to provide these services, Seller will appoint, or cause to be appointed, an expert or group of experts who will be Purchaser's point of contact for the provision of these services. The expert or each of the experts (as the case may be) will hold a bachelor's degree, speak fluent English and have relevant experience in procurement, supply, logistics and exports and will be made available to Purchaser for the provision of Procurement and Logistics Transition Services.

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ILLUSTRATIVE EXAMPLE – TO BE CONFIRMED BY THE PARTIES

Supply Services Example – Bottles

[****]

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AMENDED AND RESTATED GUARANTEE AGREEMENT

made by

THE SUBSIDIARIES OF CONSTELLATION BRANDS, INC. FROM TIME TO TIME
PARTY HERETO

and

CONSTELLATION BRANDS, INC.

in favor of

BANK OF AMERICA, N.A.,
as Administrative Agent

Dated as of June 7, 2013

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GUARANTEE AGREEMENT

AMENDED AND RESTATED GUARANTEE AGREEMENT, dated as of June 7, 2013, made by each of the signatories identified on the signature pages hereto under the heading "Guarantors" (collectively, and together with any other entity that may become a party hereto as provided herein, the "Guarantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of May 2, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONSTELLATION BRANDS, INC. (the "Company"), CIH INTERNATIONAL S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B 176.850 with a share capital of US \$25,000 (the "European Borrower" and, together with the Company, the "Borrowers"), certain other parties thereto, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Guarantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the other Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Subsidiary Guarantors on the date hereof have previously entered into a Guarantee Agreement, dated as of May 3, 2012 (the "Original Guarantee Agreement") and the parties hereto wish to amend and restate the Guarantee Agreement on terms set forth herein; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Guarantors shall have executed and delivered this Agreement to the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Guarantor hereby agrees with the Administrative Agent:

SECTION 1.
DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

(b) The following terms shall have the following meanings:

“Agreement”: this Guarantee Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Guarantors”: the collective reference to each Guarantor.

“Parent Guarantor” means the Company.

“Qualified ECP Guarantor” shall mean, at any time, each Loan Party with total assets exceeding \$10,000,000 or that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another person to qualify as an “eligible contract participant” at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Specified Guarantor” means any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to Section 2.8 hereof).

“Subsidiary Guarantor” means each Guarantor other than the Parent Guarantor.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2.
GUARANTEE

2.1 Guarantees.

(a) (i) Each of the Subsidiary Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties the prompt and complete payment and performance of the Obligations and (ii) the Parent Guarantor hereby unconditionally and irrevocably, guarantees to the Administrative Agent, for

the ratable benefit of the Secured Parties the prompt and complete payment and performance of the European Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Subsidiary Guarantor hereunder and under the other Loan Documents in respect of the Obligations, shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Obligations, may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantees contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any other Secured Party hereunder.

(d) Each Guarantor's guarantees contained in this Section 2 shall remain in full force and effect until all the Obligations (other than contingent indemnification and contingent expense reimbursement obligations, Obligations in respect of Secured Hedge Agreements and Cash Management Obligations) of each Guarantor under the guarantees contained in this Section 2 shall have been satisfied by payment in full, the Commitments have been terminated and either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent, notwithstanding that from time to time during the term of the Credit Agreement any Loan Party may be free from any of the Obligations.

(e) Except as provided in Section 4.14, (i) no payment made by any of the Subsidiary Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Secured Party from any of the Subsidiary Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Subsidiary Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Subsidiary Guarantor in respect of the Obligations or any payment received or collected from such Subsidiary Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Subsidiary Guarantor hereunder until the Obligations are paid in full, the Commitments have been terminated, and either no Letters of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent and (ii) no payment made by the Parent Guarantor, any other guarantor or any other Person or received or collected by the Administrative Agent or any Secured Party from the Parent Guarantor, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the European Obligations shall be deemed to modify, reduce, release or otherwise affect the liability the Parent Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by the Parent Guarantor in respect of the European Obligations or any payment received or collected from the Parent Guarantor in respect of the European Obligations), remain liable for the European Obligations up to the maximum liability of the Parent Guarantor hereunder until the European Obligations are paid in full.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the Secured Parties for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any other Secured Party, no Guarantor shall seek to enforce any right of subrogation in respect of any of the rights of the Administrative Agent or any other Secured Party against any Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Obligations, nor shall any Guarantor seek any contribution or reimbursement from any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the other Secured Parties by the Loan Parties on account of the Obligations are paid in full, either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine. For the avoidance of doubt, nothing in the foregoing agreement by the Guarantors shall operate as a waiver of any subrogation rights.

2.4 Amendments, etc., with Respect to the Obligations. To the fullest extent permitted by applicable law, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent or any other Secured Party may be rescinded by the Administrative Agent or such Secured Party and any of the Obligations continued, and the Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other Secured Party, and the Credit Agreement and the other Loan Documents, any other documents executed and delivered in connection therewith, any Swap Agreement and any agreement giving rise to Cash Management Obligations may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be, or, solely in the case of any Swap Agreement or any agreement giving rise to Cash Management Obligations, the applicable Hedge Bank or Cash Management Bank) may deem reasonably advisable from time to time, and any collateral

security, guarantee or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for the guarantees contained in this Section 2 or any property subject thereto.

2.5 Guarantees Absolute and Unconditional. To the fullest extent permitted by applicable law, each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any other Secured Party upon the guarantees contained in this Section 2 or acceptance of the guarantees contained in this Section 2; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantees contained in this Section 2; and all dealings between the Borrowers and the Guarantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantees contained in this Section 2. To the fullest extent permitted by applicable law, each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that the guarantees contained in this Section 2, to the fullest extent permitted by applicable law, shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrowers or any other Person against the Administrative Agent or any other Secured Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of such Guarantor under the guarantees contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantees contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations (or with respect to the guarantee of the Parent Guarantor contained in this Section 2,

the European Obligations) is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid in Dollars to the Administrative Agent without set-off or counterclaim at the Administrative Agent's Office.

2.8 Keepwell. Each Guarantor that is a Qualified ECP Guarantor at the time of the guarantee hereunder or the grant of the security interest under the Loan Documents, in each case, by any Specified Guarantor, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Guarantor with respect to such Swap Obligation as may be needed by such Specified Guarantor from time to time to honor all of its obligations under its guarantee and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Section 2.8 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Guarantor for all purposes of the Commodity Exchange Act.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder, each Guarantor hereby represents and warrants to the Administrative Agent and each Lender that:

(a) it is duly organized and in good standing under the laws of the jurisdiction of its organization and has full capacity and right to make and perform its obligations under this Agreement, and all necessary authority has been obtained;

(b) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(c) the making and performance of this Agreement does not and will not violate the provisions of any applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default or require any consent under, any material agreement, instrument, or document to which it is a party or by which it or any of its property may be bound or affected, except to the extent that such violation or default could not reasonably be expected to have a Material Adverse Effect; and

(d) all consents, approvals, licenses and authorizations of, and filings and registrations with, any governmental authority required under applicable law and regulations for the making and performance of this Agreement have been obtained or made and are in full force and effect, except where the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

SECTION 4.
MISCELLANEOUS

4.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.02 of the Credit Agreement.

4.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Guarantor hereunder shall be effected in the manner provided for in Section 9.01 of the Credit Agreement; *provided* that any such notice, request or demand to or upon any Guarantors shall be addressed to such Guarantor c/o Constellation Brands, Inc. at its address provided in Section 9.01 of the Credit Agreement.

4.3 No Waiver by Course of Conduct; Cumulative Remedies; Enforcement.

(a) Neither the Administrative Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 4.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(b) By its acceptance of the benefits of this Agreement, each Secured Party agrees that this Agreement may be enforced only by the Administrative Agent and that no Secured Party shall have any right individually to enforce or seek to enforce this Agreement.

4.4 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Administrative Agent and the Secured Parties and their permitted successors and assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement except as permitted by the Credit Agreement.

4.5 Set-Off. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the

fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Guarantor against any of and all the Obligations of such Guarantor now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

4.6 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4.8 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.9 Integration. This Agreement and the other Loan Documents represent the agreement of the Guarantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

4.10 **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4.11 Submission To Jurisdiction; Waivers. Each Guarantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York located in the County of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Guarantor at its address referred to in Section 4.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

4.12 Acknowledgements. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Guarantors and the Lenders.

4.13 Additional Guarantors. Each Subsidiary of the Company that is required to become a party to this Agreement pursuant to Section 5.09 of the Credit Agreement shall become a Guarantor for all purposes of this Agreement and an Obligor under the U.S. Pledge Agreement upon execution and delivery by such Subsidiary of a Joinder Agreement in the form of Annex 1 hereto.

4.14 Releases.

(a) At such time as the Loans, the amounts owed to any Issuing Bank in respect of Letter of Credit and the other Obligations (other than contingent indemnification and contingent expense reimbursement obligations, Obligations in respect of Secured Hedge Agreements and Cash Management Obligations) shall have been paid in full, the Commitments have been terminated and either no Letters of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Guarantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party; provided that the Parent Guarantor's obligations hereunder (other than those expressly stated to survive such termination) shall terminate upon the repayment in full of the European Obligations.

(b) Any Subsidiary Guarantor shall be automatically released from its obligations under the circumstances provided in clause (i)(iii) of Article VIII of the Credit Agreement.

4.15 Consent and Reaffirmation. Each Guarantor hereby consents to the execution, delivery and performance of the Credit Agreement and agrees that each reference to the Original Credit Agreement in the Loan Documents shall, on and after the date hereof, be deemed to be a reference to the Credit Agreement. Each Guarantor hereby acknowledges and agrees that, after giving effect to the Credit Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by the Credit Agreement, are reaffirmed, and remain in full force and effect.

4.16 WAIVER OF JURY TRIAL. EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

4.17 Effect of Restatement. This Agreement amends and restates the Original Guarantee Agreement in its entirety and supersedes the Original Guarantee Agreement in all respects.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee Agreement to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Colleen O'Brien

Title: Sr. Vice President

[Constellation – Amended & Restated Guarantee Agreement]

GUARANTORS:

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S.
OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
CROWN IMPORTS LLC
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 BRANDS BEACH HOLDINGS, INC.
CONSTELLATION SERVICES LLC

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

CONSTELLATION BRANDS, INC., as Parent Guarantor

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

[Constellation – Amended & Restated Guarantee]

[FORM OF JOINDER AGREEMENT]

Annex 1 to
Guarantee Agreement

JOINDER AGREEMENT, dated as of _____, 201____, made by _____ (the "Additional Pledgor"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee Agreement (as defined below) or the U.S. Pledge Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, CONSTELLATION BRANDS, INC. (the "Company"), certain other parties thereto, the Lenders and the Administrative Agent have entered into a Second Amended and Restated Credit Agreement, dated as of May 2, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Guarantors (other than the Additional Pledgor), as applicable, have entered into (i) the Amended and Restated Guarantee Agreement, dated as of June 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement") and (ii) the U.S. Pledge Agreement, dated as of May 3, 2012 (as amended, supplemented or otherwise modified from time to time, the "U.S. Pledge Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Pledgor to become a party to the Guarantee Agreement and the U.S. Pledge Agreement; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Joinder Agreement in order to become a party to the Guarantee Agreement and the U.S. Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee Agreement. By executing and delivering this Joinder Agreement, the Additional Pledgor, as provided in Section 4.13 of the Guarantee Agreement, hereby becomes a party to the Guarantee Agreement as a Subsidiary Guarantor thereunder with the same force and effect as if originally named therein as a Subsidiary Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Subsidiary Guarantor thereunder. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Guarantee Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date (unless stated to relate to a specific earlier date, in

which case, such representations and warranties shall be true and correct in all material respects as of such earlier date).

2. U.S. Pledge Agreement. By executing and delivering this Joinder Agreement, the Additional Pledgor, as provided in Section 4.13 of the Guarantee Agreement and Section 6.10 of the U.S. Pledge Agreement, hereby becomes a party to the U.S. Pledge Agreement as an "Obligor" thereunder with the same force and effect as if originally named therein as an Obligor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Obligor thereunder. Without limiting the generality of the foregoing, the Additional Pledgor hereby grants and assigns to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in the Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to any applicable law, each Additional Pledgor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Additional Pledgor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under the U.S. Pledge Agreement. Each Additional Pledgor authorizes the Administrative Agent to describe the collateral and indicate that after-acquired assets are covered in such financing statements. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Perfection Certificate (as defined in the Credit Agreement). The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 2 of the U.S. Pledge Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date (unless stated to relate to a specific earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date).

3. Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL PLEDGOR]

By: _____
Name:
Title:

Perfection Certificate Supplement

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-179266) and Forms S-8 (Nos. 33-26694, 33-56557, 333-88391, 333-57912, 333-68180, 333-132061, 333-146849, 333-149206 and 333-161155) of Constellation Brands, Inc. of our report dated April 29, 2013 relating to the financial statements of the Piedras Negras Brewery Business, which appears in the Current Report on Form 8-K of Constellation Brands, Inc. dated April 30, 2013 and is incorporated by reference in this Form 8-K of Constellation Brands, Inc. dated June 11, 2013.

PricewaterhouseCoopers, S.C.

/s/ Omar Penna Estrada

Omar Penna Estrada
Audit Partner
Mexico City, Mexico
June 11, 2013

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-179266) and Forms S-8 (Nos. 33-26694, 33-56557, 333-88391, 333-57912, 333-68180, 333-132061, 333-146849, 333-149206 and 333-161155) of Constellation Brands, Inc. of our report dated February 8, 2013, except for Note 5 for which the date is February 15, 2013 relating to the financial statements of Crown Imports LLC, which appears in Constellation Brands, Inc. Annual Report on Form 10-K for the year ended February 28, 2013 and is incorporated by reference in this Form 8-K of Constellation Brands, Inc. dated June 11, 2013.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois
June 11, 2013



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NEWS RELEASE

CONTACTS

Media

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Investor Relations

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Bob Czudak: 585-678-7170

Constellation Brands Completes Acquisition of Grupo Modelo's U.S. Beer Business

*~Acquisition nearly doubles company's sales and significantly increases
EBIT and free cash flow; Solidifies Constellation's position as the #1 multi-
category supplier for beer, wine and spirits in the U.S.~*

VICTOR, N.Y., June 7, 2013 – Constellation Brands, Inc. (NYSE: STZ and STZ.B), a leading beverage alcohol company, announced today that it has completed its acquisition of Grupo Modelo's U.S. beer business from Anheuser-Busch InBev for approximately \$4.75 billion. The transaction includes full ownership of Crown Imports LLC which provides Constellation with complete, independent control of all aspects of the U.S. commercial business; a state-of-the-art brewery in Nava (Piedras Negras), Mexico; exclusive perpetual brand license in the U.S. to import, market and sell Corona and the Modelo brands Crown currently sells and the freedom to develop brand extensions and innovations for the U.S. market.

"Today begins a new chapter in Constellation's history," said Rob Sands, president and chief executive officer, Constellation Brands. "We are now the proud owners of six of the top 20 imported beer brands in the U.S. and a coveted portfolio of premium brands in the growing U.S. imported beer category. We are committed to successfully running and investing in the world-class Mexican brewery and are very excited about the potential for developing new products and line extensions within the portfolio of brands in the U.S."

The Crown portfolio includes Corona Extra, Corona Light, Modelo Especial, Negra Modelo, Pacifico and Victoria from Mexico and Tsingtao from China. In fiscal year 2012, Crown outperformed the import and total U.S. beer categories for the third consecutive year as Corona Extra exceeded the 100-million case mark for the year. It was the only imported brand in the U.S. to achieve this sales milestone. Modelo Especial also achieved a significant milestone selling more than 40 million cases in depletions for the year.

With the close of the acquisition, Constellation begins to operate as one company with two divisions: a beer division and a wine and spirits division. A brewery operations group has also been established to manage the expansion and integration of the Nava brewery. Constellation plans to invest \$500-\$600 million during the next three years to expand the facility to double its current capacity to meet projected demand for products in the U.S. Paul Hetterich, executive vice president for Business Development and Corporate Strategy, leads this team.

Bill Hackett, president of the beer division, retains his current responsibilities for importing, marketing and selling the Modelo brands in the U.S. Hackett joins the company's executive management committee and reports directly to Sands.

Constellation's wine and spirits division is led by Jay Wright, president, who will continue to report to Sands.

"I am very pleased to welcome the Crown and the Nava employees to the Constellation family and I would like to thank everyone who has worked tirelessly during the last year to make this transaction a reality. This is an exciting time for our people and for our company," said Sands.

About Constellation Brands

Constellation Brands is a leading wine, beer and spirits company with a broad portfolio of premium brands. Constellation is the world leader in premium wine, the number one beer importer and the number three beer company in the U.S. The company's brand portfolio includes Arbor Mist, Black Box, Blackstone, Clos du Bois, Estancia, Franciscan Estate, Inniskillin, Kim Crawford, Mark West, Mount Veeder, Nobilo, Ravenswood, Rex Goliath, Robert Mondavi, Ruffino, SIMI, Toasted Head, Wild Horse, Corona Extra, Corona Light, Modelo Especial, Negra Modelo, Pacifico, Black Velvet Canadian Whisky and SVEDKA Vodka.

Constellation Brands (NYSE: STZ and STZ.B) is an S&P 500 Index and Fortune 1000® company with more than 100 brands in our portfolio, sales in approximately 100 countries and operations in approximately 40 facilities. The company believes that industry leadership involves

a commitment to our brands, to the trade, to the land, to investors and to different people around the world who turn to our products when celebrating big moments or enjoying quiet ones. We express this commitment through our vision: ***to elevate life with every glass raised***. To learn more about Constellation, visit the company's website at www.cbrands.com.

Forward-Looking Statements

This news release contains forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The word "expect" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These statements may relate to business strategy, future operations, prospects, plans and objectives of management, as well as information concerning expected actions of third parties. All forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those set forth in, or implied by, such forward-looking statements. All forward-looking statements speak only as of the date of this news release and Constellation Brands undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The forward-looking statements are based on management's current expectations should not be construed in any manner as a guarantee that such results will in fact occur or will occur on the timetable contemplated hereby.

In addition to the risks and uncertainties of ordinary business operations, the forward-looking statements of Constellation Brands contained in this news release are subject to a number of risks and uncertainties, including completion of the brewery expansion by the expected completion date and on the expected terms, and other factors and uncertainties disclosed in the company's filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K for the fiscal year ended February 28, 2013, which could cause future performance to differ from current expectations.



Quarterly Report
For the three months ended March 31, 2013 and 2012

Crown Imports LLC
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Crown Imports LLC
Balance Sheets
As of March 31, 2013 and December 31, 2012
(Dollars in thousands)
(Unaudited)

	March 31, 2013	December 31, 2012
Assets		
Current assets		
Cash and cash equivalents	\$ 7,495	\$ 56,962
Accounts receivable - net	174,056	103,442
Inventories	199,577	123,585
Prepaid expenses and other current assets	40,134	21,832
Receivables from related parties	5,353	3,998
Total current assets	<u>426,615</u>	<u>309,819</u>
Property and equipment, net	8,782	8,932
Long-term assets		
Intangible assets	14,239	14,239
Goodwill	13,003	13,003
Total intangible assets	<u>27,242</u>	<u>27,242</u>
Other assets	310	368
Total assets	<u>\$462,949</u>	<u>\$ 346,361</u>
Liabilities and Members' Equity		
Current liabilities		
Accounts payable	\$ 27,271	\$ 30,497
Accrued excise taxes	11,750	5,291
Accrued expenses	25,342	47,200
Payables to related parties	39,044	24,260
Total current liabilities	<u>103,407</u>	<u>107,248</u>
Long-term liabilities		
Long-term incentive plan	5,611	4,985
Other liabilities	140	140
Total long-term liabilities	<u>5,751</u>	<u>5,125</u>
Members' equity	<u>353,791</u>	<u>233,988</u>
Total liabilities and members' equity	<u>\$462,949</u>	<u>\$ 346,361</u>

The accompanying notes are an integral part of these financial statements.

Crown Imports LLC
Statements of Income
For the Three Months Ended March 31, 2013 and 2012
(Dollars in thousands)
(Unaudited)

	Three months ended	
	March 31,	
	2013	2012
Sales	\$610,090	\$587,344
Less: Excise taxes	(46,167)	(45,100)
Net sales	563,923	542,244
Cost of product sold	393,420	380,802
Gross profit	170,503	161,442
Operating expenses		
Selling, general and administrative	50,259	42,863
Operating income	120,244	118,579
Interest income	3	23
Net income	<u>\$120,247</u>	<u>\$118,602</u>

The accompanying notes are an integral part of these financial statements.

Crown Imports LLC
Statements of Changes in Members' Equity
For the Three Months Ended March 31, 2013 and 2012
(Dollars in thousands)
(Unaudited)

	Member Contributions	Accumulated Earnings	Total
Balance, December 31, 2011	\$ 221,656	\$ 5,790	\$227,446
Net income	—	118,602	118,602
Distributions paid to members	—	(411)	(411)
Balance, March 31, 2012	<u>\$ 221,656</u>	<u>\$ 123,981</u>	<u>\$345,637</u>
Balance, December 31, 2012	\$ 221,656	\$ 12,332	\$233,988
Net income	—	120,247	120,247
Distributions paid to members	—	(444)	(444)
Balance, March 31, 2013	<u>\$ 221,656</u>	<u>\$ 132,135</u>	<u>\$353,791</u>

The accompanying notes are an integral part of these financial statements.

Crown Imports LLC
Statements of Cash Flows
For the Three Months Ended March 31, 2013 and 2012
(Dollars in thousands)
(Unaudited)

	Three months ended	
	March 31,	
	2013	2012
Cash flows from operating activities		
Net income	\$120,247	\$ 118,602
Adjustments to reconcile net income to net cash used in operating activities		
Depreciation and amortization	482	734
Loss on disposal of long-lived assets	6	—
Changes in operating assets and liabilities		
(Increase) decrease in -		
Accounts receivable, including receivables from related parties	(71,969)	(39,694)
Inventories	(75,992)	(112,666)
Prepaid expenses and other assets	(18,244)	(22,247)
Increase (decrease) in -		
Accounts payable, including payables to related parties	11,558	13,554
Accrued excise taxes	6,459	5,727
Accrued expenses and other liabilities	(21,232)	(13,387)
Net cash (used in) operating activities	<u>(48,685)</u>	<u>(49,377)</u>
Cash flows from investing activities		
Purchases of property and equipment	(338)	(389)
Net cash (used in) investing activities	<u>(338)</u>	<u>(389)</u>
Cash flows from financing activities		
Distributions paid to members	(444)	(32,911)
Net cash (used in) financing activities	<u>(444)</u>	<u>(32,911)</u>
Net decrease in cash and cash equivalents	(49,467)	(82,677)
Cash and cash equivalents		
Beginning of period	56,962	87,454
End of period	<u>\$ 7,495</u>	<u>\$ 4,777</u>

The accompanying notes are an integral part of these financial statements.

Crown Imports LLC
Notes to Financial Statements
As of March 31, 2013 and for the Three Months Ended March 31, 2013 and 2012
(Dollars in thousands, unless otherwise noted)

1. Description of the Business and Summary of Significant Accounting Policies

The accompanying unaudited financial statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial information. Accordingly, they do not include all the information and footnotes required by U.S. generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal and recurring adjustments) considered necessary for a fair statement have been included. Operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013. For further information, refer to the financial statements and footnotes thereto included in Crown Imports LLC's Audited Financial Statements for the year ended December 31, 2012.

Description of the Business

Crown Imports LLC (the "Company" or "Joint Venture"), a Delaware limited liability company, is a 50-50 joint venture between GModelo Corporation ("GModelo"), a wholly-owned subsidiary of Diblo, S.A. de C.V. ("Diblo"), and Constellation Beers Ltd. (previously known as Barton Beers, Ltd.) ("Constellation Beers"), an indirect wholly-owned subsidiary of Constellation Brands, Inc. ("Constellation"), created on January 2, 2007. The Company imports, markets and sells an imported beer portfolio across the entire U.S., the District of Columbia and Guam. The Company's portfolio includes Corona Extra, Corona Light, Coronita, Modelo Especial, Negra Modelo, Pacifico, Victoria, Tsingtao beer brands and Somersby hard cider. Hereafter, Corona Extra, Corona Light, Coronita, Modelo Especial, Negra Modelo, Pacifico, and Victoria are collectively referred to as the "Modelo Brands."

On January 2, 2007, pursuant to a contribution agreement among Constellation Beers, Diblo and the Company, Constellation Beers contributed to the Company substantially all of Constellation Beers' assets relating to importing, marketing and selling certain Modelo Brands and the St. Pauli Girl and Tsingtao brands and liabilities associated therewith (the "Constellation Beers Contributed Net Assets"), in exchange for a 50% membership interest in the Company. Simultaneously, GModelo, a related party of Grupo Modelo, S.A.B. de C.V. ("Modelo"), joined Constellation Beers as a member of the Company. In exchange for a 50% membership interest in the Company, GModelo contributed cash in an equal amount to the Constellation Beers Contributed Net Assets, subject to specified adjustments. The operations and governance of the Joint Venture are provided for in the Company's Amended and Restated Limited Liability Company Agreement dated January 2, 2007 (the "LLC Agreement").

The St. Pauli Girl distribution agreement was terminated on June 1, 2012.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Such investments are stated at cost, which approximates fair value.

Accounts Receivable

The majority of the accounts receivable balance is generated from sales to independent distributors with whom the Company has a predetermined collection date arranged through electronic funds transfer. An allowance for doubtful accounts is determined based on historical information and an assessment of individual accounts. There was no allowance for doubtful accounts at March 31, 2013 and December 31, 2012.

Crown Imports LLC
Notes to Financial Statements
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(Dollars in thousands, unless otherwise noted)

Inventories

Inventories, principally consisting of product for resale, are valued at the lower of cost or market, cost being determined on the first-in, first-out method. Substantially all inventory is related to finished goods. The Company assesses the valuation of its inventories and reduces the carrying value of those inventories that are obsolete or in excess of the Company's forecasted usage to their estimated net realizable value.

Property and Equipment

Purchases of property and equipment are recorded at cost. Depreciation is provided over the estimated useful lives of the respective assets, generally using the straight-line method. Amortization of leasehold improvements is provided over the lesser of the lease term or the estimated useful life of the asset. Direct costs related to software developed for internal use are capitalized and amortized over their estimated useful life.

Amounts for maintenance and repairs are charged to expense as incurred. Major expenditures for improvements which are expected to increase the useful life of an item are capitalized to the appropriate asset accounts. Gains and losses on disposals of property and equipment are credited or charged to income. The estimated useful lives are as follows:

	Depreciable life in years
Leasehold improvements	10 to 15
Machinery and equipment	3 to 10
Software	3 to 7

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes. Accordingly, the members are responsible for U.S. federal and substantially all state income tax liabilities arising out of the operations.

Revenue Recognition

Sales are recognized when title passes to the customer, which is generally when the product is delivered.

In accordance with the guidance provided in *The FASB Accounting Standards Codification* ("ASC") surrounding *Accounting for Consideration Given by a Vendor to a Customer (Including a Reseller of the Vendor's Products)*, sales reflect reductions attributable to consideration given to customers in various customer incentive programs, including pricing discounts on single transactions, volume discounts, promotional and advertising allowances, and rebates. Certain customer incentive programs require management to estimate the cost of these programs. The accrued liability for these programs is determined through analysis of programs offered, historical trends, expectations regarding customer and consumer participation, sales and payment trends, and experience with payment patterns associated with similar programs that had been previously offered. Accrued promotional allowances at March 31, 2013 and December 31, 2012 were \$8,658 and \$10,884, respectively. Promotional allowances for the three months ended March 31, 2013 and 2012 were \$21,195 and \$21,334, respectively.

In accordance with ASC guidance regarding *How Taxes Collected from Customers and Remitted to Governmental Authorities Should Be Presented in the Income Statement*, excise taxes associated with transporting the products into the United States are recorded as a reduction to

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sales. In accordance with ASC guidance surrounding *Reporting Revenue Gross as a Principal rather than Net as an Agent*, the Company has entered into a revenue sharing agreement with one of its related parties, Extrade II (as defined below), with sales being recorded on a gross basis.

Cost of Product Sold

The types of costs included in cost of product sold are principally cost of finished goods, packaging, and warehouse costs (including distribution network costs). Distribution network costs include inbound freight charges, outbound shipping and handling costs, purchasing and receiving costs, inspection costs, and warehousing costs.

Selling, General and Administrative Expenses

The types of costs included in selling, general and administrative expenses consist predominantly of advertising, marketing, and employee compensation and related benefits costs. Generally, distribution network costs are not included in the Company's selling, general and administrative expenses, but are included in cost of product sold as described above. The Company expenses advertising costs as incurred, shown or distributed. Prepaid advertising costs at March 31, 2013 and December 31, 2012 were \$16,345 and \$10,178, respectively. Advertising expense for the three months ended March 31, 2013 and 2012 was \$27,652 and \$19,996, respectively.

In accordance with the guidance provided in the ASC surrounding *Customer's Characterization of Certain Consideration Received from a Vendor*, cash consideration received by the Company from its vendors is presumed to be a reduction of the prices of the vendor's products or services and, therefore, is characterized as a reduction of cost of product sold when recognized in the income statement, unless 1) it is a payment for assets or services delivered to the vendor, in which case the cash consideration shall be characterized as revenue (or other income, as appropriate) when recognized in the income statement or 2) it is a reimbursement of costs incurred by the Company to sell the vendor's products, in which case the cash consideration shall be characterized as a reduction of that cost when recognized in the income statement.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

For the current reporting period, subsequent events were evaluated through May 29, 2013, which represents the date the financial statements were available to be issued.

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2. Property and Equipment

A summary of property and equipment as of March 31, 2013 and December 31, 2012 is as follows:

	March 31, 2013	December 31, 2012
Leasehold improvements	\$ 4,308	\$ 4,288
Machinery and equipment	4,562	4,565
Software	9,351	9,062
	18,221	17,915
Less - accumulated depreciation and amortization	9,439	8,983
Net property and equipment	<u>\$ 8,782</u>	<u>\$ 8,932</u>

Depreciation and amortization expense for the three months ended March 31, 2013 and 2012 was \$482 and \$734, respectively.

3. Intangible Assets

The carrying value of intangible assets, including goodwill, at March 31, 2013 and December 31, 2012, was \$27,242. Intangible assets represent distribution rights that are not amortized because they have an indefinite useful life. The Company reviews its intangible assets and goodwill annually for impairment, or sooner, if events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment recognized is measured by the amount by which the carrying value of the assets exceeds the fair value of the assets. There were no triggering events during the three months ended March 31, 2013.

4. Employee Benefit Plans

401(k) Plan

The Company sponsors a 401(k) plan for all salaried employees. The plan includes optional employee contributions as a percentage of eligible earnings, subject to Internal Revenue Service ("IRS") limitations, with matching employer contributions as a percentage of eligible earnings.

Profit Sharing Plan

The Company sponsors a profit sharing plan for certain employees under which the Company makes discretionary contributions determined each plan year, subject to IRS limitations.

Supplementary Employee Benefit Plan ("SERP")

The Company maintains a deferred compensation plan for key employees. The plan provides for employee deferrals for discretionary benefits provided by the Company, and the excess of any contributions owed through the profit sharing plan over IRS limitations. These employee benefits will be distributed in a lump-sum payment after the employees leave the Company.

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Short-Term Incentive Plans

The Company maintains short-term incentive plans (“STIP”) for key employees. Eligible employees may be awarded cash bonuses, which vest based on achieving certain targets, as defined in the STIP.

Long-Term Incentive Plan

The Company maintains a long-term incentive plan (“LTIP”) for key employees. Eligible employees may be awarded cash bonuses, which vest based on achieving certain targets, as defined in the LTIP.

The total expenses under these plans for the three months ended March 31, 2013 and 2012 are as follows:

	March 31, 2013	March 31, 2012
401(k) plan	\$ 239	\$ 230
Profit sharing plan	698	662
STIP	2,174	2,005
LTIP	1,356	1,296
Total	<u>\$ 4,467</u>	<u>\$ 4,193</u>

The total amount accrued related to employee benefit plans as of March 31, 2013 and December 31, 2012 was \$9,497 and \$24,660, respectively. The annual incentive plan payment for the year ended December 31, 2012 was made on March 15, 2013.

5. Related Party Transactions

The Company and Extrade II S.A. de C.V. (“Extrade II”), an affiliate of GModelo, entered into an Importer Agreement (the “Importer Agreement”) effective as of the Company’s inception pursuant to which Extrade II granted to the Company the exclusive rights to import, market and sell certain Modelo Brands in the 50 States of the U.S., the District of Columbia and Guam. The Modelo Brands represented approximately 100% and 98% of the Company’s sales for the three months ended March 31, 2013 and 2012, respectively. The Company also entered into a Sub-license Agreement (the “Sub-license Agreement”), pursuant to which Marcas Modelo S.A. de C.V. (“Marcas Modelo”), another affiliate of GModelo, granted the Company an exclusive sub-license to use certain trademarks related to the Modelo Brands within this territory. Total purchases from Extrade II under the Importer Agreement totaled \$315,842 and \$324,959 for the three months ended March 31, 2013 and 2012, respectively. As of March 31, 2013 and December 31, 2012, payables to related parties for inventory purchases were \$17,825 and \$8,274, respectively.

The Importer Agreement also allows the Company to recover certain costs. No payments were made to the Company under the Importer Agreement for the three months ended March 31, 2013 and 2012.

The Company makes royalty payments, which are included in cost of product sold, to Marcas Modelo for the use of the Modelo Brands brand names. Payments from the Company under the Sub-license Agreement for the three months ended March 31, 2013 and 2012, amounted to

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\$42,850 and \$43,579, respectively, with \$2,274 and \$1,056 due to this related party at March 31, 2013 and December 31, 2012, respectively.

Under the terms of the LLC Agreement, the Company follows a strategic pricing initiative ("Initiative") for certain Modelo Brands sold in the Company's territory. Based on this Initiative, the Company agrees to share revenue with Extrade II based on market price adjustments as established within the Importer Agreement, subject to recovery by the Company of certain costs that offset revenue sharing amounts. The amounts estimated by the Company under this Initiative are subject to periodic review by the joint venture members and adjustments, if any, are accounted for on a prospective basis. The Company has estimated revenue sharing, net of certain cost recoveries, earned by Extrade II of \$12,821 and \$7,475 for the three months ended March 31, 2013 and 2012, respectively. The Company had a net payable to Extrade II of \$12,821 and \$11,130 at March 31, 2013 and December 31, 2012, respectively.

Additionally, the Company entered into a marketing initiative with Marketing Modelo S.A. de C.V. ("Marketing Modelo"), an affiliate of GModelo, for advertising. The Company also purchased various marketing and promotional materials from GModelo. The total amount paid to these related parties for the three months ended March 31, 2013 and 2012 for marketing and promotions amounted to \$747 and \$1,278, respectively, with \$868 and \$458 due to this related party at March 31, 2013 and December 31, 2012, respectively.

Constellation Beers charged the Company \$1,700 and \$1,675 for shared services provided to the Company for the three months ended March 31, 2013 and 2012, respectively. Service provided includes information technology. The current service agreement expires at the end of 2013. The fee is charged monthly, with the 2013 commitment at \$6,800.

6. Leases

The Company's leasing operations consist principally of the leasing of office space and motor vehicles.

In December 2011, the Company was assigned the office space lease of its Chicago headquarters from Constellation, effective January 1, 2012. The terms of the lease provide that the Company pay base rent and a share of increases in operating expenses and real estate taxes in excess of defined amounts. The lease expires on June 30, 2021.

Office space leases are all classified as operating leases and expire over the next ten years. Motor vehicle leases are classified as operating and expire over the next three years.

Total rental expense was \$1,335 and \$1,045 for the three months ended March 31, 2013 and 2012, respectively.

7. Commitments and Contingencies

Line of Credit

In 2012, the Company maintained an uncommitted line of credit with Citibank, N.A., which provided for maximum borrowings of \$15,000. Borrowings under the line of credit bore an interest rate determined two business days before the first day of such interest period based on the rate per annum at which U.S. Dollar deposits are offered to prime banks in the London interbank market plus a margin of 270 basis points. The line of credit matured on December 31, 2012, and was not

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renewed by management. As of December 31, 2012, there was no outstanding balance on the line of credit.

Warehouse Commitments

The Company enters into warehousing agreements, where rentals are based on a fixed rate per case stored, along with associated handling and repackaging fees. Under certain warehousing agreements, the Company is required to make minimum future payments based on minimum case volume per annum, whether it uses the warehouse or not. For the three months ended March 31, 2013 and 2012, the Company met all minimum requirements.

Contingencies

The Company is a party to various litigation, which arises in the ordinary course of business. Although the amount of any liability with respect to such litigation cannot be determined, in the opinion of management, such liability will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

Distribution Agreements

The Company distributes Tsingtao beer and began distributing Somersby hard cider on June 1, 2012, pursuant to exclusive distribution agreements with the suppliers of these products. The distribution agreement for St. Pauli Girl was terminated on June 1, 2012. The Company's agreement with Tsingtao expires on December 31, 2014. Prior to the expiration, this agreement may be terminated if the Company fails to meet certain performance criteria. At March 31, 2013, the Company believes it is in compliance with the Tsingtao distribution agreement, and does not believe that the agreement will be terminated. The Somersby hard cider agreement expired on March 30, 2013, and a new agreement is currently being negotiated.

8. Members' Equity

The Company has been established as a limited liability company. Under the terms of the LLC Agreement, there is one class of membership interest in the Company and, unless otherwise provided for in the LLC Agreement, all membership interests are entitled to the same benefits, rights, duties and obligations and vote on all matters as a single class. Additionally, under the terms of the LLC Agreement, no member of the Company is liable for any debt, obligation or liability of the Company, except as provided by law or otherwise specifically as provided in the LLC Agreement. A member cannot, unless otherwise provided for in the LLC Agreement, transfer all or any portion of its membership interest.

The Company is authorized to establish a capital account for each member equal to that member's initial capital contribution, represented by Common Units. The Common Units are voting and subject to transfer restrictions as defined in the LLC Agreement. As of March 31, 2013 and December 31, 2012, the Company had 100 Common Units, with each of GModelo and Constellation Beers owning 50 units, in exchange for the contributions made to the Company at inception.

As described in the LLC Agreement, under certain circumstances including (i) material interference with the Importer Agreement, Constellation Beers has the right (but not the obligation) to sell its membership interest to GModelo; (ii) a proposed change in control of Constellation Beers, GModelo has the right (but not the obligation) to purchase Constellation Beers' membership interest; and (iii) at the conclusion of each ten year period of the joint venture, GModelo has the right (but not the obligation) to purchase Constellation Beers' membership interest. Any such

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transfer is subject to the satisfaction of certain conditions, and the relevant purchase price is determined pursuant to specific formulas, all as set forth in the LLC Agreement.

9. Pending Transaction

Anheuser-Busch InBev ("ABI") and Modelo announced on June 29, 2012 that they have entered into an agreement under which ABI will acquire the remaining stake in Modelo that it does not already own in a cash transaction valued at approximately \$20.1 billion. The transaction is subject to regulatory approvals. In a related transaction, Constellation announced that it has signed a definitive agreement with ABI to purchase GModelo's 50% interest in the Company for \$1.85 billion, contingent upon ABI completing its proposed acquisition of Modelo. Subsequent to these announcements, on January 31, 2013, the U.S. Department of Justice ("DOJ") filed a complaint in federal court seeking to block the proposed ABI acquisition of Modelo.

ABI and Constellation announced on February 14, 2013, a revised agreement that as part of ABI's acquisition of Modelo, ABI agreed to sell Compañía Cervecería de Coahuila, Modelo's brewery in Piedras Negras, Mexico, and grant perpetual brand licenses to Constellation for \$2.9 billion, subject to a post-closing adjustment.

On April 19, 2013, ABI and Modelo reached a final agreement with the DOJ on the terms of a settlement of the DOJ's litigation challenging ABI's proposed acquisition of Modelo. On April 22, 2013, the Stipulation and Order was signed by the Court. Therefore, all regulatory approvals necessary for closing the transaction with ABI and Modelo have been obtained, and ABI, Modelo and Constellation expect to complete the pending transactions in early June 2013.