

CONSTELLATION BRANDS, INC.

Form 8-K/A

February 25, 2013

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K/A**

(Amendment No. 1)

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of

The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) February 13, 2013

**CONSTELLATION BRANDS, INC.**

(Exact name of registrant as specified in its charter)

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(State or other jurisdiction  
of incorporation)

(Commission

(IRS Employer

File Number)

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))

**EXPLANATORY NOTE**

Constellation Brands, Inc. ( Constellation ) is filing this Amendment No. 1 to Form 8-K (this Amendment ) to amend its Current Report on Form 8-K dated as of February 13, 2013, originally filed with the United States Securities and Exchange Commission (the SEC ) on February 15, 2013 (the Original Form 8-K ). This Amendment is being filed to: (a) file the material definitive agreements disclosed in the Original Form 8-K and update Items 1.01, 2.03, and 9.01 to account for the filing of such agreements; (b) clarify the disclosure in Item 1.01 regarding the consideration that would be paid to Constellation in the event ABI exercised its right to require Constellation Beers to sell the 50% interest in Crown Imports that it currently owns under specified circumstances; and (c) update the disclosures in Items 1.02 and 8.01 to account for the redemption of all of the Notes on February 20, 2013, and the termination of the Escrow Agreement. Defined terms used in this Explanatory Note but not otherwise defined are as defined below.

In accordance with Rule 12b-15 under the Securities Exchange Act of 1934, as amended, Items 1.01, 1.02, 2.03, 8.01, and 9.01, as amended and restated, are set forth in their entirety below. Except as described above and set forth below, no other changes have been made to the Original Form 8-K. This Amendment should be read in conjunction with the Original Form 8-K and Constellation's other filings made with the SEC.

**Item 1.01. Entry into a Material Definitive Agreement.**  
**Amended and Restated Membership Interest Purchase Agreement**

Constellation Beers Ltd., a Maryland corporation ( Constellation Beers ), an indirect wholly-owned subsidiary of Constellation Brands, Inc., a Delaware corporation ( Constellation ), currently owns a 50% interest in Crown Imports LLC ( Crown Imports ). Crown Imports is a joint venture with GModelo Corporation, a Delaware corporation ( Seller ) and 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. Seller owns the other 50% interest in Crown Imports, which has the exclusive right to import, market and sell primarily the Modelo Brands, which include Corona Extra, Corona Light, Modelo Especial, Pacifico, Negra Modelo and Victoria, in all 50 states of the U.S., the District of Columbia and Guam pursuant to the terms of an Importer Agreement, dated as of January 2, 2007, by and between Extrade II, S.A. de C.V. ( Extrade ) and Crown Imports (as amended, the Existing Importer Agreement ).

On June 28, 2012, Constellation Beers, Constellation Brands Beach Holdings, Inc., a Delaware corporation and indirect wholly-owned subsidiary of Constellation ( CBBH ), Constellation and Anheuser-Busch InBev SA/NV, a Belgian corporation ( ABI ), entered into a Membership Interest Purchase Agreement (the Initial Purchase Agreement ). On February 13, 2013, Constellation Beers, CBBH, Constellation and ABI entered into an Amended and Restated Membership Interest Purchase Agreement (the Crown Purchase Agreement ) that amended and restated the Initial Purchase Agreement. Pursuant to the Crown Purchase Agreement, ABI will cause the Seller to sell, and Constellation Beers and CBBH will purchase, Seller s membership interest in Crown Imports (the Purchased Interest ). Constellation Beers will purchase 98% of the Purchased Interest, and CBBH will purchase 2% of the Purchased Interest. As a result of the purchase of the Purchased Interest by Constellation Beers and CBBH (the Crown Purchase ), Constellation Beers will own a 99% interest in Crown Imports, CBBH will own a 1% interest in Crown Imports and Crown Imports will become an indirect wholly-owned subsidiary of Constellation. The purchase price for the Purchased Interest is \$1,845 million, to be paid on the date of the closing of the Crown Purchase.

The Crown Purchase Agreement contemplates that ABI and Constellation will enter into an Interim Supply Agreement (the Interim Supply Agreement ) at the closing of the transactions contemplated by the Crown Purchase Agreement (the Crown Closing ). Pursuant to the Interim Supply Agreement, ABI will supply Crown Imports with the Modelo Brand products required by Crown Imports for delivery and sale to Crown Imports customers in the U.S. (including the District of Columbia and Guam), subject to certain limitations based on Crown Imports product supply forecasts under the Interim Supply Agreement. The prices for products purchased under the Interim Supply Agreement are fixed for the term, subject to an annual adjustment based on the U.S. consumer price index. The Interim Supply Agreement has a three year term, subject to two one-year extensions at Crown Imports option in the event the planned expansion of the Piedras Negras Brewery (as defined below) has not been completed prior to the third or fourth anniversary, respectively, of the Crown Closing. Simultaneously with the consummation of the Crown Closing, the Existing Importer Agreement would be terminated.

The closing of the Crown Purchase is subject to certain closing conditions including the receipt of necessary Mexican antitrust approval relating to the Brewery Purchase (as defined below) and the consummation of certain transactions between ABI and Modelo and certain of its affiliates (the GM Transaction ), which is subject to the receipt of necessary U.S. and Mexican antitrust and other regulatory approvals. The Crown Purchase Agreement may be terminated by either Constellation or ABI if the Crown Purchase has not been consummated by December 30, 2013 or if the GM Transaction is terminated. If the Crown Purchase Agreement is terminated because the GM Transaction is terminated, ABI must pay Constellation a termination fee of \$75 million. If, notwithstanding the Second Amended and Restated Interim Loan Agreement (as defined below), Constellation is unable to obtain financing sufficient to consummate the Transaction (as defined below) or Constellation otherwise fails to consummate the Transaction, ABI has the right to require Constellation Beers to sell the 50% interest in Crown Imports that it currently owns to an alternative purchaser in a sale by ABI of the Purchased Interest and Constellation would be entitled to receive consideration for the sale of Constellation Beers current 50% interest in Crown Imports in an amount equal to a multiple of one-half of Crown Imports earnings before interest and taxes ( EBIT ) for the 12 month period immediately prior to the date of the definitive agreement or agreements for such transaction, which multiple would be the same as the multiple of the EBIT of all of the businesses sold by ABI in that transaction, minus \$375 million.

The description of the Crown Purchase Agreement and the form of the Interim Supply Agreement attached thereto as an exhibit are qualified in their entirety by the terms of the Crown Purchase Agreement (and the form of the Interim Supply Agreement attached thereto as an exhibit) which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

#### Stock Purchase Agreement

Also on February 13, 2013, ABI and Constellation entered into a Stock Purchase Agreement (the Brewery Purchase Agreement and, together with the Crown Purchase Agreement, the Purchase Agreements), pursuant to which (i) Constellation agreed to purchase or cause one or more of its subsidiaries to purchase 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 (the Brewery Company), 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 (the Service Company), and (ii) ABI agreed to (a) cause Modelo to sell to Constellation or one or more of its subsidiaries all of the issued and outstanding shares of capital stock of the Brewery Company and the Service Company (collectively, the Purchased Shares), and (b) cause Marcas Modelo, S.A. de C.V. ( Marcas Modelo ) to grant to Constellation Beers the rights described in an Amended and Restated Sub-License Agreement in the form attached as an exhibit to the Brewery Purchase Agreement (the Sub-License Agreement ).

The Brewery Company owns and operates Modelo's state-of-the-art Piedras Negras brewery located in Nava, Coahuila, Mexico (the Piedras Negras Brewery ), sells the beer produced by the Piedras Negras Brewery, and does not engage in or otherwise own or operate any other business lines or activities. The Service Company supplies employees for the operation and maintenance of the Piedras Negras Brewery, provides related human resources, benefits and insurance, compliance, and payroll services to the Brewery Company and is not otherwise involved in any business or activity.

The Brewery Purchase Agreement contemplates that Marcas Modelo will enter into the Sub-License Agreement at the closing of the transactions contemplated by the Brewery Purchase Agreement (the Brewery Closing ). Pursuant to the Sub-License Agreement, Marcas Modelo will grant to Constellation Beers an irrevocable, exclusive (subject to certain exceptions), fully paid-up sub-license to use certain trademarks, recipes, trade secrets, know-how, trade dress, mold designs, patents, copyrights, trade names, and certain other intellectual property rights in connection with the manufacture, bottling and packaging in Mexico (or worldwide under certain circumstances including force majeure events) and importation, distribution, sale, resale, advertisement, promotion and marketing in all 50 states of the U.S., the District of Columbia and Guam of the Modelo Brands and certain extension brands (the Licensed Rights and, together with the Purchased Interest and the Purchased Shares, the Purchased Assets ), subject to the terms of the Sub-License Agreement. The term of the Sub-License Agreement is perpetual, and Marcas Modelo has no right to terminate the Sub-License Agreement notwithstanding any breach of the Sub-License Agreement by Constellation Beers.

The Brewery Purchase Agreement also contemplates that at the Brewery Closing ABI and Constellation will enter into a Transition Services Agreement (the Transition Services Agreement ). Pursuant to the Transition Services Agreement ABI will provide, or cause to be provided, to Constellation for the benefit of the Brewery Company, certain brewery operations services, procurement and logistics transition services, other general and administrative services, brewery expansion services, supply services and other agreed services (collectively, the Services ). The Brewery Company is generally entitled to

obtain the Services for up to thirty-six (36) months after the Brewery Closing, except brewery operations services are only available for six (6) months after the Brewery Closing. Constellation will pay ABI or the provider of the Services the costs for the Services in accordance with the terms of the Transition Services Agreement. The Transition Service Agreement will terminate on the third anniversary of the Brewery Closing or an earlier date as agreed by ABI and Constellation; provided, Constellation may terminate the Transition Services Agreement at any time and the Transition Services Agreement will terminate if there is a change of control of Constellation to a Prohibited Owner (as defined in the Transition Services Agreement) or if Constellation Beers assigns the Sub-License Agreement to a Prohibited Owner.

The aggregate purchase price for the Purchased Shares and the grant of the Licensed Rights is \$2,900 million, subject to adjustment if the EBITDA of Modelo's operations relating to the production profit on all sales of beer to Crown Imports during 2012 as defined in the Brewery Purchase Agreement (the 2012 EBITDA) is greater or less than \$310 million. If the 2012 EBITDA is less than \$310 million, Constellation will be entitled to a purchase price refund equal to 9.3 times the amount by which the 2012 EBITDA is less than \$310 million. If the 2012 EBITDA is greater than \$310 million, Constellation or its subsidiaries will be required to pay an additional purchase price equal to 9.3 times the amount by which the 2012 EBITDA is greater than \$310 million; provided, the increased purchase price may not exceed a cap based on a 2012 EBITDA of \$370 million and Constellation or its subsidiaries are not obligated to pay any increased purchase price until the later of the first anniversary of the Brewery Closing or thirty days after the final determination of the 2012 EBITDA. The initial calculation of the 2012 EBITDA will be prepared by an accounting firm engaged by Constellation and ABI. In the event of any disputes between Constellation and ABI regarding the calculation of the 2012 EBITDA that are not resolved by the parties, an independent accounting firm will be appointed by the parties to resolve the dispute.

The Brewery Purchase Agreement contains representations and warranties of a type customary for transactions of this type, including a representation by Constellation concerning the availability of financing for the payment of the purchase price payable pursuant to the Brewery Purchase Agreement and representations by ABI concerning the functional capability of the Piedras Negras Brewery to produce ten million hectoliters of beer per year and, to ABI's knowledge (as defined in the Brewery Purchase Agreement), the ability of the Piedras Negras Brewery to be expanded to produce 20 million hectoliters, which exceeds the volume of beer currently being sold by Crown Imports. As discussed below, Constellation already has in place the Second Amended and Restated Interim Loan Agreement, which satisfies Constellation's financing representations and warranties in the Brewery Purchase Agreement. The Brewery Purchase Agreement contains covenants and agreements of a type customary for transactions of this type, and contains certain additional rights, including that ABI will discuss with Constellation the purchase by Constellation of a glass plant in Mexico owned by an affiliate of ABI if such affiliate desires to sell such glass plant.

The closing of the transactions contemplated by the Brewery Purchase Agreement (the Brewery Purchase and, together with the Crown Purchase, the Transaction) is subject to certain closing conditions including the consummation of the Crown Purchase and the receipt of any necessary Mexican and U.S. antitrust approvals. Constellation's obligation to consummate the Brewery Purchase is also subject to a force majeure event occurring at the Piedras Negras Brewery that remains uncured. The Brewery Purchase Agreement may be terminated by either Constellation or ABI if the Crown Purchase Agreement has been terminated for any reason or if the GM Transaction is terminated. If the Brewery Purchase Agreement is terminated because the GM Transaction is terminated, ABI must pay Constellation a termination fee of \$117 million. The Brewery Purchase is projected to be consummated immediately following the consummation of the Crown Purchase.

The descriptions of the Brewery Purchase Agreement and the forms of the Sub-License Agreement and Transition Services Agreement attached thereto as exhibits are qualified in their entirety by the terms of the Brewery Purchase Agreement (and the forms of the Sub-License Agreement and Transition Services Agreement attached thereto as exhibits) which is attached hereto as Exhibit 2.2 and incorporated herein by reference.

Overall Transaction

Following the Transaction, Constellation will have perpetual rights to the Modelo Brands in all 50 states of the U.S., the District of Columbia and Guam through the Sub-license Agreement, will be the sole owner of Crown Imports, and will have independent brewing operations through its ownership of the Piedras Negras Brewery, which provides over half of the current supply of the Modelo Brands to the U.S. Over the course of the three years following the Transaction, Constellation intends to expand the Piedras Negras Brewery, after which it will be capable of supplying 100% of Crown Imports' projected needs for the U.S. marketplace. During this transition and expansion, the Interim Supply Agreement and Transition Services Agreement will provide Crown Imports and Constellation with the necessary product supply for the Modelo Brands in the U.S. and the necessary support to transition the business of the Piedras Negras Brewery to Constellation.

Pursuant to the Second Amended and Restated Interim Loan Agreement, the Bridge Lenders (as defined below) have committed to make loans sufficient to finance the Crown Purchase, the Brewery Purchase and related costs. Although the Second Amended and Restated Interim Loan Agreement provides certainty of financing, Constellation plans to actually finance the purchase price for the Purchased Assets and other costs related to the Transaction with available cash and proceeds from a combination of debt financings including incremental term loans under its Amended and Restated Credit Agreement, dated as of August 8, 2012, among Constellation, Bank of America, N.A., as administrative agent, and the lenders and other parties party thereto (as may be subsequently amended, the 2012 Credit Agreement), revolver borrowings under the 2012 Credit Agreement, an accounts receivable securitization facility and the issuance of certain notes or debt securities.

Second Amended and Restated Interim Loan Agreement

On June 28, 2012, Constellation, Bank of America, N.A., as administrative agent and a lender, and JPMorgan Chase Bank, N.A., as a lender, entered into an Interim Loan Agreement (the Original Interim Loan Agreement) in connection with the entry into the Initial Purchase Agreement. On July 18, 2012, Constellation, Bank of America, N.A., as administrative agent and a lender, JPMorgan Chase Bank, N.A., as a lender, and certain other lenders (all such parties other than Constellation are collectively referred to as the Bridge Lenders) entered into an Amended and Restated Interim Loan Agreement (the Amended and Restated Interim Loan Agreement).

On February 13, 2013, Constellation, Bank of America, N.A., as administrative agent (the Administrative Agent), and the Bridge Lenders entered into the Second Amended and Restated Interim Loan Agreement (the Second Amended and Restated Interim Loan Agreement) that amended and restated the Amended and Restated Interim Loan Agreement to provide certainty of financing to fund the purchase price for the Purchased Assets and the other costs related to the Transaction.

The Second Amended and Restated Interim Loan Agreement provides for aggregate credit facilities of \$4,375 million, consisting of a \$1,850 million term loan (the Bridge A Loan) and a \$2,525 million term loan (the Bridge B Loan) and, together with the Bridge A Loan, the Bridge Loans). The Bridge Loans must be borrowed, if at all, in connection with the closing of the Transaction. The amount of the Bridge A Loan will be reduced by the amount of the first \$1,850 million of proceeds from any debt securities issued by Constellation after the date of the Original Interim Loan Agreement that are actually applied to pay a portion of the consideration payable under the Purchase Agreements on the date the Transaction is consummated (the Closing Date), and the Bridge B Loan will be reduced by the amount of any revolving credit facility or term debt under the 2012 Credit Agreement, together with any cash

(other than cash that does not represent the proceeds of indebtedness in an amount not to exceed \$370,000,000 in the aggregate) that is actually utilized on the Closing Date to fund a portion of the consideration payable under the Purchase Agreements. The commitments to make each Bridge Loan expire on the earliest of (i) 5:00 p.m., New York City time, on December 30, 2013 unless the Closing Date occurs on or prior to such date, (ii) the date of consummation of the Transaction without any borrowing under such Bridge Loan and (iii) the termination of the Purchase Agreements prior to the closing of the Transaction.

The obligation to make the Bridge Loans is subject to limited conditions, including: (i) the delivery of certain customary documentation, (ii) the delivery of a certificate attesting to the solvency of Constellation and its subsidiaries, taken as a whole, (iii) Constellation having paid all fees and expenses due to the Bridge Lenders and the arrangers in connection with financing activities relating to the Transaction, (iv) the Transaction having closed without a material adverse change in its terms, and (v) certain limited representations and warranties made by Constellation being true and correct in all material respects on the Closing Date. Constellation intends to use the proceeds of the Bridge Loans, if any, to finance the Transaction and related expenses.

The Bridge Loans will bear interest at a rate per annum equal to the lesser of (i) LIBOR plus a margin, and (ii) an agreed cap (the Total Cap ), until the earlier of the first anniversary of the Closing Date (the Rollover Date ) or the breach by Constellation of certain commitments, subject to a notice and cure period, relating to the offering of debt securities and the issuance of other debt to finance the Transaction or refinance the Bridge Loans (a Demand Failure Event ), after which Rollover Date or Demand Failure Event the Bridge Loans will bear interest at a rate per annum equal to the Total Cap. The margin for periods prior to the earlier of the Rollover Date or a Demand Failure Event is 4.75% for the first three months following the Closing Date and increases by 0.50% every 3 months thereafter.

Subject to the satisfaction of certain conditions and requirements, from and after the Rollover Date the Bridge Lenders will have the right to exchange Bridge Loans for exchange notes to be issued under an indenture to be entered into by Constellation and having terms as summarized in an exhibit to the Second Amended and Restated Interim Loan Agreement ( Exchange Notes ). In the event of an issuance of Exchange Notes, Constellation would be required to enter into a registration rights agreement pursuant to which the holders of Exchange Notes would be entitled to require Constellation to register the resale of the Exchange Notes under the Securities Act of 1933, as amended.

The Bridge Loans will mature on the eighth anniversary of the Closing Date. Subject to certain limitations and until the Rollover Date, Constellation must offer to prepay the Bridge Loans with the proceeds of certain dispositions of assets unless such proceeds have been reinvested in assets useful to its business. In addition, Constellation must offer to prepay the Bridge Loans in the event of a Change in Control (as defined in the Second Amended and Restated Interim Loan Agreement) and pay a 1% premium if a prepayment is made after the occurrence of a Demand Failure Event as a result of such an offer. Constellation may prepay the Bridge Loans at any time without premium or penalty, except Constellation must pay a make-whole amount in connection with any prepayment after the occurrence of a Demand Failure Event.

The obligations under the Second Amended and Restated Interim Loan Agreement are guaranteed by certain subsidiaries of Constellation (the Guarantors ) pursuant to a Guarantee Agreement, dated as of June 28, 2012 (the Guarantee Agreement ). Each of the Guarantors unconditionally and irrevocably guaranteed to the Administrative Agent, for the ratable benefit of the Bridge Lenders, the prompt and complete payment and performance of the indebtedness and other monetary obligations of Constellation under the bridge facility. On February 13, 2013, the Guarantors entered into a Guarantor Consent and Reaffirmation (the Guarantor Consent ) pursuant to which the Guarantors consented to the Second Amended and Restated Interim Loan Agreement and reaffirmed their guarantees.



The Second Amended and Restated Interim Loan Agreement sets forth certain representations and warranties of Constellation to the Administrative Agent and the Bridge Lenders. Constellation and its subsidiaries are also subject to covenants that are contained in the Second Amended and Restated Interim Loan Agreement, including those restricting the incurrence of additional indebtedness (including guarantees of indebtedness), additional liens, mergers and consolidations, the payment of dividends, the making of certain investments, prepayments of certain debt, transactions with affiliates, agreements that restrict Constellation's non-guarantor subsidiaries from paying dividends, sale and leasebacks, and dispositions of property, in each case subject to numerous conditions, exceptions and thresholds, however certain affirmative and negative covenants are effective only from and after the Closing Date, and in some cases run only through the Rollover Date, and in other cases are effective only from and after the Rollover Date.

The Second Amended and Restated Interim Loan Agreement provides for specified events of default, some of which provide for grace periods, including failure to pay any principal or interest when due, any representation or warranty made by Constellation proving to be incorrect in any material respect, failure to comply with covenants or conditions, defaults relating to other material indebtedness, certain insolvency or receivership events affecting Constellation or its subsidiaries, Constellation or its subsidiaries becoming subject to certain judgments prior to the Rollover Date, and the Guarantee Agreement ceasing to be in full force and effect or an assertion to such effect being made by Constellation or any Guarantor. In the event of a default, the Administrative Agent may, and at the request of the requisite number of Bridge Lenders must, declare all obligations under the Second Amended and Restated Interim Loan Agreement immediately due and payable. For certain events of default related to insolvency and receivership, all outstanding obligations of Constellation will become immediately due and payable. An event of default will not provide a basis for the Bridge Lenders to cancel their commitments to make the Bridge Loans or to fund the Bridge Loans if the closing conditions are satisfied.

Constellation has the right to consent to any assignment by either Bank of America, N.A. or JPMorgan Chase Bank, N.A. if after giving effect to the assignment, such lender would hold less than 20% of the aggregate commitments to make Bridge Loans. Constellation has also agreed in the Crown Purchase Agreement that it will not consent to any such reduction below this threshold.

The Bridge Lenders (or their affiliates) are lenders under the 2012 Credit Agreement, and the Administrative Agent is the administrative agent under the 2012 Credit Agreement. The Bridge Lenders and their respective 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 anticipated financing activities relating to the Transaction the Bridge Lenders, certain of their affiliates and Constellation have entered into an engagement letter with respect to the syndication of certain loan facilities and a fee letter, the Administrative Agent, one of its affiliates and Constellation have entered into an administrative agency letter, and certain affiliates of the Bridge Lenders and Constellation have entered into an engagement letter with respect to the offering of certain notes and debt securities. In addition, Bank of America, N.A. and JPMorgan Chase Bank, N.A. are lenders under certain credit facilities to a Sands family investment vehicle that, because of its relationship with members of the Sands family, is an affiliate of the Company. Such credit facilities are secured by pledges of shares of class A common stock of the Company, class B common stock of the Company, or a combination thereof and personal guarantees of certain members of the Sands family, including Richard Sands and Robert Sands.

The descriptions of the Second Amended and Restated Interim Loan Agreement and the Guarantor Consent are qualified in their entirety by the terms of the Second Amended and Restated Interim Loan Agreement and the Guarantor Consent, as applicable, which are attached hereto as Exhibit 4.1 and Exhibit 10.1, respectively, and incorporated herein by reference.

*The Crown Purchase Agreement, the Brewery Purchase Agreement, the Second Amended and Restated Interim Loan Agreement, and the Guarantor Consent (collectively, the Filed Agreements ) have been filed as exhibits to this Current Report on Form 8-K/A 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 1.02. Termination of a Material Definitive Agreement.**

See the information in Item 8.01 which is incorporated herein by reference.

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

See the information under the caption "Second Amended and Restated Interim Loan Agreement" in Item 1.01 which is incorporated herein by reference.

**Item 8.01. Other Events.**

On August 14, 2012, Constellation issued \$650,000,000 aggregate principal amount of 4.625% Senior Notes due 2023 (the Notes ). An amount equal to 100% of the principal amount of the Notes (the Escrow Property ) was placed into an escrow account pursuant to the term of an escrow agreement, dated as of August 14, 2012 (the Escrow Agreement ), among Constellation, Manufacturers and Traders Trust Company ( M&T ), in its capacity as Trustee, and M&T, as escrow agent (the Escrow Agent ). Pursuant to the Escrow Agreement, the Escrow Property could be released to Constellation only in the context of a purchase of the Purchased Interest pursuant to the terms of the Initial Purchase Agreement. Because of the differences between the Transaction and the transaction contemplated by the Initial Purchase Agreement, Constellation has determined that the conditions for the release of the Escrow Property cannot be satisfied. Constellation gave notice to the Escrow Agent on February 19, 2013, to release the Escrow Property to the paying agent under the supplemental indenture under which the Notes were issued (the Supplemental Indenture ) for purposes of effecting the special mandatory redemption contemplated by the Supplemental Indenture. As a result, all of the Notes were redeemed on February 20, 2013, at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest to but excluding February 20, 2013, and the Escrow Agreement terminated in accordance with its terms.

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

- (a) Financial statements of businesses acquired.  
Not Applicable.
- (b) Pro forma financial information.

Not Applicable.

- (c) Shell company transactions.

Not Applicable.

- (d) Exhibits.

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

<b>Exhibit No.</b>	<b>Description</b>
2.1	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 herewith).
2.2	Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed herewith).
4.1	Second Amended and Restated Interim Loan Agreement dated as of February 13, 2013, among Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto (filed herewith).
10.1	Guarantor Consent and Reaffirmation dated as of February 13, 2013, made by the subsidiaries of the Company from time to time party thereto in favor of Bank of America, N.A., as Administrative Agent, for the ratable benefit of the Bridge Lenders under the Second Amended and Restated Interim Loan Agreement dated as of February 13, 2013, among Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto (filed herewith).
99.1	News Release of Constellation Brands, Inc. dated February 15, 2013 (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K dated February 13, 2013, filed February 15, 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: February 25, 2013

CONSTELLATION BRANDS, INC.

By: /s/ Robert Ryder

Robert Ryder  
Executive Vice President and

Chief Financial Officer

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**INDEX TO EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
(1)	UNDERWRITING AGREEMENT Not Applicable.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION
(2.1)	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 herewith).*
(2.2)	Stock Purchase Agreement dated as of February 13, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed herewith).*
(3)	ARTICLES OF INCORPORATION AND BYLAWS Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES
(4.1)	Second Amended and Restated Interim Loan Agreement dated as of February 13, 2013, among Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto (filed herewith).
(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	Guarantor Consent and Reaffirmation dated as of February 13, 2013, made by the subsidiaries of the Company from time to time party thereto in favor of Bank of America, N.A., as Administrative Agent, for the ratable benefit of the Bridge Lenders under the Second Amended and Restated Interim Loan Agreement dated as of February 13, 2013, among Constellation Brands, Inc., Bank of America, N.A., as administrative agent, and the lenders party thereto (filed herewith).
(14)	CODE OF ETHICS Not Applicable.
(16)	LETTER RE CHANGE IN CERTIFYING ACCOUNTANT Not Applicable.

- (17) CORRESPONDENCE ON DEPARTURE OF DIRECTOR  
Not Applicable.
- (20) OTHER DOCUMENTS OR STATEMENTS TO SECURITY HOLDERS  
Not Applicable.
- (23) CONSENTS OF EXPERTS AND COUNSEL  
Not Applicable.
- (24) POWER OF ATTORNEY  
Not Applicable.
- (99) ADDITIONAL EXHIBITS
- (99.1) News Release of Constellation Brands, Inc. dated February 15, 2013 (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K dated February 13, 2013, filed February 15, 2013, and incorporated herein by reference).
- (100) XBRL-RELATED DOCUMENTS  
Not Applicable.
- (101) INTERACTIVE DATA FILE  
Not Applicable.

\* 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.