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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended November 30, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from __________ to __________

Commission File Number 001-08495

Constellation Brands

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

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

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

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

(Former name, former address and former fiscal year, if changed since last report)

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

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

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

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

The number of shares outstanding with respect to each of the classes of common stock of Constellation Brands, Inc., as of December 31, 2014, is set forth below:

Class	Number of Shares Outstanding
Class A Common Stock, par value $.01 per share	170,089,137
Class B Common Stock, par value $.01 per share	23,383,831
Class 1 Common Stock, par value $.01 per share	None

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This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Company's control, that could cause actual results to differ materially from those set forth in, or implied by, such forward-looking statements. For further information regarding such forward-looking statements, risks and uncertainties, please see "Information Regarding Forward-Looking Statements" under Part I – Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Unless the context otherwise requires, the terms "Company," "we," "our," or "us" refer to Constellation Brands, Inc. and its subsidiaries. Unless otherwise defined herein, refer to the Notes to Consolidated Financial Statements under Item 1 of this Quarterly Report on Form 10-Q for the definition of capitalized terms used herein.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share data)
(unaudited)

	November 30, 2014	February 28, 2014
ASSETS		
CURRENT ASSETS:		
Cash and cash investments	$ 67.3	$ 63.9
Accounts receivable, net	701.3	626.2
Inventories	1,927.2	1,743.8
Prepaid expenses and other	335.0	313.3
Total current assets	3,030.8	2,747.2
PROPERTY, PLANT AND EQUIPMENT, net	2,419.1	2,014.3
GOODWILL	6,163.9	6,146.8
INTANGIBLE ASSETS, net	3,194.9	3,231.1
OTHER ASSETS, net	171.8	162.7
Total assets	$ 14,980.5	$ 14,302.1
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Notes payable to banks	$ 100.3	$ 57.2
Current maturities of long-term debt	137.0	590.0
Accounts payable	445.9	295.2
Accrued excise taxes	24.9	27.7
Other accrued expenses and liabilities	540.4	1,055.6
Total current liabilities	1,248.5	2,025.7
LONG-TERM DEBT, less current maturities	7,081.5	6,373.3
DEFERRED INCOME TAXES	831.4	762.6
OTHER LIABILITIES	184.1	159.2
COMMITMENTS AND CONTINGENCIES (NOTE 12)		
STOCKHOLDERS' EQUITY:		
Class A Common Stock, $.01 par value- Authorized, 322,000,000 shares; Issued, 249,748,158 shares at November 30, 2014, and 248,264,944 shares at February 28, 2014	2.5	2.5
Class B Convertible Common Stock, $.01 par value- Authorized, 30,000,000 shares; Issued, 28,391,913 shares at November 30, 2014, and 28,436,565 shares at February 28, 2014	0.3	0.3
Additional paid-in capital	2,227.9	2,116.6
Retained earnings	5,062.9	4,438.2
Accumulated other comprehensive (loss) income	(8.6)	86.0
	7,285.0	6,643.6
Less: Treasury stock –		
Class A Common Stock, 79,741,318 shares at November 30, 2014, and 80,225,575 shares at February 28, 2014, at cost	(1,647.8)	(1,660.1)
Class B Convertible Common Stock, 5,005,800 shares at November 30, 2014, and February 28, 2014, at cost	(2.2)	(2.2)
	(1,650.0)	(1,662.3)
Total stockholders' equity	5,635.0	4,981.3
Total liabilities and stockholders' equity	$ 14,980.5	$ 14,302.1

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions, except per share data)
(unaudited)

	For the Nine Months Ended November 30,		For the Three Months Ended November 30,	
	2014	2013	2014	2013
SALES	$ 5,165.7	$ 3,973.0	$ 1,708.6	$ 1,593.5
Less – excise taxes	(493.9)	(396.5)	(166.9)	(150.2)
Net sales	4,671.8	3,576.5	1,541.7	1,443.3
COST OF PRODUCT SOLD	(2,690.8)	(2,133.7)	(902.8)	(833.6)
Gross profit	1,981.0	1,442.8	638.9	609.7
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	(834.5)	(675.6)	(263.3)	(245.9)
IMPAIRMENT OF GOODWILL AND INTANGIBLE ASSETS	—	(300.9)	—	—
GAIN ON REMEASUREMENT TO FAIR VALUE OF EQUITY METHOD INVESTMENT	—	1,642.0	—	—
Operating income	1,146.5	2,108.3	375.6	363.8
EQUITY IN EARNINGS OF EQUITY METHOD INVESTEES	21.1	88.3	21.2	18.0
INTEREST EXPENSE, net	(257.4)	(234.7)	(86.0)	(89.6)
LOSS ON WRITE-OFF OF FINANCING COSTS	(4.4)	—	—	—
Income before income taxes	905.8	1,961.9	310.8	292.2
PROVISION FOR INCOME TAXES	(281.1)	(176.0)	(88.6)	(81.2)
NET INCOME	$ 624.7	$ 1,785.9	$ 222.2	$ 211.0
COMPREHENSIVE INCOME	$ 530.1	$ 1,747.8	$ 108.8	$ 240.4
SHARE DATA:				
Earnings per common share:				
Basic – Class A Common Stock	$ 3.28	$ 9.63	$ 1.16	$ 1.13
Basic – Class B Convertible Common Stock	$ 2.99	$ 8.76	$ 1.06	$ 1.03
Diluted – Class A Common Stock	$ 3.11	$ 9.07	$ 1.10	$ 1.07
Diluted – Class B Convertible Common Stock	$ 2.86	$ 8.34	$ 1.01	$ 0.98
Weighted average common shares outstanding:				
Basic – Class A Common Stock	168.968	164.082	169.585	165.708
Basic – Class B Convertible Common Stock	23.401	23.477	23.387	23.461
Diluted – Class A Common Stock	200.843	196.886	201.276	198.082
Diluted – Class B Convertible Common Stock	23.401	23.477	23.387	23.461

The accompanying notes are an integral part of these statements.

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

	For the Nine Months Ended November 30,	
	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 624.7	$ 1,785.9
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation of property, plant and equipment	118.4	102.1
Deferred tax provision	80.3	10.1
Stock-based compensation expense	42.1	37.5
Amortization of intangible assets	36.2	11.2
Amortization of deferred financing costs	9.0	8.3
Noncash portion of loss on write-off of financing costs	3.3	—
Equity in earnings of equity method investees, net of distributed earnings	(12.7)	(52.1)
Gain on remeasurement to fair value of equity method investment	—	(1,642.0)
Impairment of goodwill and intangible assets	—	300.9
Change in operating assets and liabilities, net of effects from purchase of business:		
Accounts receivable, net	(80.8)	(4.7)
Inventories	(205.6)	(112.2)
Prepaid expenses and other current assets	(68.4)	11.8
Accounts payable	132.6	128.8
Accrued excise taxes	(2.5)	(6.8)
Other accrued expenses and liabilities	65.4	30.9
Other, net	8.1	19.4
Total adjustments	125.4	(1,156.8)
Net cash provided by operating activities	750.1	629.1
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(541.3)	(85.9)
Purchase of business, net of cash acquired	(21.4)	(4,681.0)
Other investing activities	3.0	9.4
Net cash used in investing activities	(559.7)	(4,757.5)

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

	For the Nine Months Ended November 30,	
	2014	2013
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments of long-term debt	(565.3)	(90.6)
Payment of delayed purchase price arrangement	(543.3)	—
Payments of minimum tax withholdings on stock-based payment awards	(28.4)	(18.0)
Payments of financing costs of long-term debt	(13.3)	(82.2)
Proceeds from issuance of long-term debt	800.0	3,725.0
Excess tax benefits from stock-based payment awards	76.0	64.7
Net proceeds from notes payable	50.6	170.6
Proceeds from exercises of employee stock options	30.4	93.1
Proceeds from employee stock purchases	3.8	2.5
Net cash (used in) provided by financing activities	(189.5)	3,865.1
Effect of exchange rate changes on cash and cash investments	2.5	(3.0)
NET INCREASE (DECREASE) IN CASH AND CASH INVESTMENTS	3.4	(266.3)
CASH AND CASH INVESTMENTS, beginning of period	63.9	331.5
CASH AND CASH INVESTMENTS, end of period	$ 67.3	$ 65.2
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of business		
Fair value of assets acquired, including cash acquired	$ 34.8	$ 7,465.7
Liabilities assumed	—	(287.5)
Net assets acquired	34.8	7,178.2
Less – contingent consideration not yet paid	(13.4)	—
Less – fair value of preexisting equity interest	—	(1,845.0)
Less – purchase price and working capital adjustments not yet paid	—	(545.4)
Less – cash acquired	—	(106.8)
Net cash paid for purchase of business	$ 21.4	$ 4,681.0
Property, plant and equipment acquired under financing arrangements	$ 19.5	$ 23.3

The accompanying notes are an integral part of these statements.

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 30, 2014
(unaudited)

1. BASIS OF PRESENTATION:

The consolidated financial statements included herein have been prepared by Constellation Brands, Inc. and its subsidiaries (the "Company"), without audit, pursuant to the rules and regulations of the Securities and Exchange Commission applicable to quarterly reporting on Form 10-Q and reflect, in the opinion of the Company, all adjustments necessary to present fairly the financial information for the Company. All such adjustments are of a normal recurring nature. Certain information and footnote disclosures normally included in financial statements, prepared in accordance with generally accepted accounting principles, have been condensed or omitted as permitted by such rules and regulations. These consolidated financial statements and related notes should be read in conjunction with the consolidated financial statements and related notes included in the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2014 (the "2014 Annual Report"). Results of operations for interim periods are not necessarily indicative of annual results.

2. RECENTLY ADOPTED ACCOUNTING GUIDANCE:

Liabilities –
Effective March 1, 2014, the Company adopted the Financial Accounting Standards Board ("FASB") guidance for the recognition, measurement and disclosure of certain obligations resulting from joint and several liability arrangements for which the total amount of the obligation is fixed at the reporting date. The adoption of this guidance on March 1, 2014, did not have a material impact on the Company's consolidated financial statements.

Foreign currency translation –
Effective March 1, 2014, the Company adopted the FASB amended guidance to clarify the applicable guidance for the release of foreign currency cumulative translation adjustments under generally accepted accounting principles in the U.S. The amended guidance clarifies when cumulative translation adjustments should be released into net income in connection with (i) the loss of a controlling financial interest in a subsidiary or group of assets within a foreign entity or (ii) the partial sale of an equity method investment that is a foreign entity. The amended guidance also clarifies the types of events that result in the sale of an investment in a foreign entity. The adoption of this amended guidance on March 1, 2014, did not have a material impact on the Company's consolidated financial statements.

Income taxes –
Effective March 1, 2014, the Company adopted the FASB amended guidance to clarify the presentation of unrecognized tax benefits when a net operating loss carryforward, a similar tax loss or a tax credit carryforward exists as of the reporting date. The adoption of this amended guidance on March 1, 2014, did not have a material impact on the Company's consolidated financial statements.

3. ACQUISITIONS:

Beer Business Acquisition –
Prior to June 7, 2013, Constellation Beers Ltd., an indirect wholly-owned subsidiary of the Company, and Diblo, S.A. de C.V., an entity majority-owned by Grupo Modelo, S.A.B. de C.V. ("Modelo"), each had, directly or indirectly, equal interests in a joint venture, Crown Imports LLC ("Crown Imports"). Crown Imports had the exclusive right to import, market and sell primarily Modelo's Mexican beer portfolio sold in the U.S. and Guam (the "Mexican Beer Brands").

On June 7, 2013, the Company acquired (i) the remaining 50% equity interest in Crown Imports (the "Crown Acquisition") and (ii)(a) all of the issued and outstanding equity interests of Compañía Cervecera de Coahuila, S. de R.L. de C.V. (the "Brewery Company"), which owns and operates a brewery located in Nava, Coahuila, Mexico (the "Brewery"), (ii)(b) all of the issued and outstanding equity interests of Servicios Modelo de

Coahuila, S. de R.L. de C.V., which provides personnel and services for the operation and maintenance of the Brewery (the “Service Company”), and (ii)(c) an irrevocable, fully-paid license to produce in Mexico (or worldwide under certain circumstances) and exclusively import, market and sell the Mexican Beer Brands as of the date of acquisition, and certain extensions (all collectively referred to as the “Brewery Purchase”). The business of the Brewery Company and Service Company acquired by the Company is referred to as the “Brewery Business.” The Crown Acquisition and the Brewery Purchase are collectively referred to as the “Beer Business Acquisition.” In connection with the Beer Business Acquisition, the Company is required to build out and expand the Brewery from 10 million hectoliters to a nominal capacity of at least 20 million hectoliters of packaged beer annually by December 31, 2016. In addition, an interim supply agreement and a transition services agreement were entered into in association with the Beer Business Acquisition. The interim supply agreement obligates the supplier to provide Crown Imports with a supply of product not produced by the Brewery and the transition services agreement provides for certain specified services and production materials, both for a specified period of time. The associated agreements provide, among other things, that the United States will have approval rights, in its sole discretion, for amendments or modifications to the associated agreements and the United States will have a right of approval, in its sole discretion, of any extension of the term of the interim supply agreement beyond three years. The aggregate purchase price of $5,226.4 million consists of cash paid at closing of $4,745.0 million, net of cash acquired of $106.8 million, plus the fair value of an additional purchase price for the finalization of the Final EBITDA Amount (as defined in the stock purchase agreement) of $543.3 million, as well as additional estimated cash payments for certain working capital adjustments. The fair value of the additional purchase price related to the Final EBITDA Amount was estimated by discounting future cash flows. During the third quarter of fiscal 2014, the calculation of the Final EBITDA Amount was finalized requiring the Company to make a payment of $558.0 million no later than June 7, 2014, consisting of the additional purchase price of $543.3 million plus imputed interest of $14.7 million.

The aggregate cash paid at closing was financed with:

- The proceeds from the issuance of $1,550.0 million aggregate principal amount of May 2013 Senior Notes (as defined in Note 10);
- $1,500.0 million in term loans consisting of a $500.0 million European Term A Facility (as defined in Note 10) and a $1,000.0 million then existing European Term B loan facility under the 2013 Credit Agreement (as defined in Note 10);
- $675.0 million in term loans under the U.S. Term A-2 Facility (as defined in Note 10) under the 2013 Credit Agreement;
- $208.0 million in proceeds of borrowings under the Company’s then existing accounts receivable securitization facility;
- $580.0 million in borrowings under the Company’s revolving credit facility under the 2013 Credit Agreement; and
- Approximately $232.0 million of cash on hand (inclusive of $13.0 million of borrowings under a subsidiary working capital facility).

On June 6, 2014, the Company paid the Final EBITDA Amount of $558.0 million with $150.0 million in borrowings under the Revolving Credit Facility (as defined in Note 10) under the May 2014 Credit Agreement (as defined in Note 10), $100.0 million in proceeds of borrowings under the Company’s accounts receivable securitization facilities and $308.0 million of cash on hand.

Prior to the Beer Business Acquisition, the Company accounted for its investment in Crown Imports under the equity method of accounting. In connection with the acquisition method of accounting, the Company’s preexisting 50% equity interest was remeasured to its estimated fair value of $1,845.0 million, and the Company recognized a gain of $1,642.0 million on its Consolidated Statements of Comprehensive Income for the second quarter of fiscal 2014. The estimated fair value of the Company’s preexisting 50% equity interest was based upon the estimated fair value of the acquired 50% equity interest in Crown Imports.

The aggregate purchase price of the Beer Business Acquisition and the estimated fair value of the Company’s preexisting 50% equity interest in Crown Imports have been allocated to the assets acquired and the liabilities assumed based upon the estimated fair values of each as of the acquisition date. The following table summarizes the allocation of the estimated fair value of the Beer Business Acquisition to the separately identifiable assets acquired and liabilities assumed as of June 7, 2013:

(in millions)	
Cash	$ 106.8
Accounts receivable	193.7
Inventories	243.1
Prepaid expenses and other	103.9
Property, plant and equipment	698.9
Goodwill	3,715.8
Intangible assets	2,403.2
Other assets	0.3
Total assets acquired	7,465.7
Accounts payable	123.2
Accrued excise taxes	14.4
Other accrued expenses and liabilities	72.9
Deferred income taxes	66.4
Other liabilities	10.6
Total liabilities assumed	287.5
Total estimated fair value	7,178.2
Less – fair value of the Company’s preexisting 50% equity interest in Crown Imports	(1,845.0)
Less – cash acquired	(106.8)
Aggregate purchase price	$ 5,226.4

The acquired accounts receivable consist primarily of trade receivables, all of which have been collected. The acquired inventory was all sold during the second quarter of fiscal 2014. The intangible assets consist of definite lived customer relationships with an estimated fair value of $22.5 million which are being amortized over a life of 25 years; definite lived copyrights with an estimated fair value of $6.5 million which are being amortized over a life of 2 years; a definite lived distribution agreement with an estimated fair value of $0.4 million which is being amortized over a life of 1.6 years; a definite lived favorable interim supply agreement with an estimated fair value of $68.3 million which is being amortized over a life of 3 years; and a perpetual right to use trademarks with an estimated fair value of $2,305.5 million which is indefinite lived and therefore not subject to amortization.

In determining the purchase price allocation, the Company considered, among other factors, market participants’ intentions to use the acquired assets and the historical and estimated future demand for the acquired Mexican Beer Brands. The estimated fair values for the customer relationships and the copyrights were determined using a cost approach. The estimated fair value for the distribution agreement was determined using an income approach. The estimated fair value for the favorable supply contract was determined using an income approach, specifically, the differential method. The estimated fair value for the trademarks was determined using an income approach, specifically, the relief from royalty method.

The intangible assets are being amortized either on a straight-line basis or an economic consumption basis, which is consistent with the pattern that the economic benefits of the intangible assets are expected to be utilized based upon estimated cash flows generated from such assets. Goodwill associated with the acquisition is primarily attributable to the distribution of the Mexican Beer Brands in the U.S. as well as complete control over the sourcing of product into the U.S. Approximately $1,647.0 million of the goodwill recognized is expected to be deductible for income tax purposes.

The Company has recognized transaction, integration and other acquisition-related costs of $95.9 million through November 30, 2014. For the nine months ended November 30, 2014, and November 30, 2013, the Company has recognized transaction, integration and other acquisition-related costs of $17.6 million and $44.7 million, respectively. For the three months ended November 30, 2014, and November 30, 2013, the Company has recognized transaction, integration and other acquisition-related costs of $4.5 million and $8.9 million, respectively. These costs are included in selling, general and administrative expenses on the Company's Consolidated Statements of Comprehensive Income.

The results of operations of the Beer Business Acquisition is reported in the Company's Beer segment and has been included in the consolidated results of operations of the Company from the date of acquisition. The following table sets forth the unaudited historical and pro forma financial information for the nine months ended November 30, 2014, and November 30, 2013, respectively. The unaudited pro forma financial information for the nine months ended November 30, 2013, presents consolidated information as if the Beer Business Acquisition had occurred on March 1, 2013. Because of different fiscal period ends, and in order to present results for comparable periods, the unaudited pro forma financial information for the nine months ended November 30, 2013, combines (i) the Company's historical statement of income for the nine months ended November 30, 2013; (ii) Crown Imports' historical statement of income for (a) the three months ended March 31, 2013, and (b) the period from June 1, 2013, through June 6, 2013; and (iii) the Brewery Business' carve-out combined income statement for the three months ended March 31, 2013. The unaudited pro forma financial information for the nine months ended November 30, 2013, does not give effect to the Brewery Business' carve-out combined income statement for the period from June 1, 2013, through June 6, 2013, as it is not significant. The unaudited pro forma financial information is presented after giving effect to certain adjustments for depreciation, amortization of definite lived intangible assets, interest expense on acquisition financing, amortization of deferred financing costs and related income tax effects. The unaudited pro forma financial information excludes the gain on the remeasurement to fair value of the Company's preexisting 50% equity interest in Crown Imports and the acquisition-related costs noted above as both are nonrecurring amounts directly attributable to the transaction. The unaudited pro forma financial information is based upon currently available information and upon certain assumptions that the Company believes are reasonable under the circumstances. The unaudited pro forma financial information does not purport to present what the Company's results of operations would actually have been if the aforementioned transaction had in fact occurred on such date or at the beginning of the period indicated, nor does it project the Company's financial position or results of operations at any future date or for any future period.

	For the Nine Months Ended November 30,	
	2014	2013
(in millions, except per share data)		
Net sales	$ 4,671.8	$ 4,193.9
Income before income taxes	$ 905.8	$ 464.4
Net income	$ 624.7	$ 239.5
Earnings per common share:		
Basic – Class A Common Stock	$ 3.28	$ 1.29
Basic – Class B Convertible Common Stock	$ 2.99	$ 1.17
Diluted – Class A Common Stock	$ 3.11	$ 1.22
Diluted – Class B Convertible Common Stock	$ 2.86	$ 1.12
Weighted average common shares outstanding:		
Basic – Class A Common Stock	168.968	164.082
Basic – Class B Convertible Common Stock	23.401	23.477
Diluted – Class A Common Stock	200.843	196.886
Diluted – Class B Convertible Common Stock	23.401	23.477

Other –

In December 2014, the Company completed the formation of an equally-owned joint venture with Owens-Illinois and the acquisition of a state-of-the-art glass production plant that is located adjacent to the Brewery in Nava, Mexico. The joint venture owns and operates the glass production plant. The results of operations of the joint venture will be consolidated by the Company and reported in the Beer segment. In addition, the Company also purchased a high-density warehouse, land and rail infrastructure at the same site. The purchase price for all of these assets was approximately $300 million.

In September 2014, the Company acquired the Casa Noble super-premium tequila brand. This transaction primarily includes the acquisition of the Casa Noble trademark, plus an earn-out over five years based on the performance of the brands ("Casa Noble"). The acquisition of Casa Noble was not material for purposes of additional disclosures pursuant to the FASB guidance on business combinations. The results of operations of Casa Noble are reported in the Wine and Spirits segment and are included in the consolidated results of operations of the Company from the date of acquisition.

4. INVENTORIES:

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

(in millions)	November 30, 2014	February 28, 2014
Raw materials and supplies	$ 89.1	$ 87.8
In-process inventories	1,290.8	1,235.4
Finished case goods	547.3	420.6
	$ 1,927.2	$ 1,743.8

5. DERIVATIVE INSTRUMENTS:

As a multinational company, the Company is exposed to market risk from changes in foreign currency exchange rates, commodity prices and interest rates that could affect the Company's results of operations and financial condition. The amount of volatility realized will vary based upon the effectiveness and level of derivative instruments outstanding during a particular period of time, as well as the currency, commodity and interest rate market movements during that same period.

The Company enters into derivative instruments, primarily foreign currency forward and option contracts, commodity pricing swaps and interest rate swaps, to manage foreign currency, commodity pricing and interest rate risks, respectively. The Company recognizes all derivatives as either assets or liabilities on its Consolidated Balance Sheets and measures those instruments at fair value (see Note 6). The fair values of the Company's derivative instruments change with fluctuations in currency rates, commodity prices and/or interest rates and are expected to offset changes in the values of the underlying exposures. The Company's derivative instruments are held solely to hedge economic exposures. The Company follows strict policies to manage foreign currency, commodity pricing and interest rate risks, including prohibitions on derivative market-making or other speculative activities.

To qualify for hedge accounting treatment under the FASB guidance for derivatives and hedging, the details of the hedging relationship must be formally documented at inception of the arrangement, including the risk management objective, hedging strategy, hedged item, specific risk that is being hedged, the derivative instrument, how effectiveness is being assessed and how ineffectiveness will be measured. The derivative must be highly effective in offsetting either changes in the fair value or cash flows, as appropriate, of the risk being hedged. Effectiveness is evaluated on a retrospective and prospective basis based on quantitative and qualitative measures.

Furthermore, when the Company determines that a derivative instrument which qualified for hedge accounting treatment has ceased to be highly effective as a hedge, the Company discontinues hedge accounting prospectively. The Company also discontinues hedge accounting prospectively when (i) a derivative expires or is sold, terminated, or exercised; (ii) it is no longer probable that the forecasted transaction will occur; or (iii) management determines that designating the derivative as a hedging instrument is no longer appropriate.

Certain of the Company's derivative instruments do not qualify for hedge accounting treatment under the FASB guidance for derivatives and hedging; for others, the Company chooses not to maintain the required documentation to apply hedge accounting treatment. These undesignated instruments are primarily used to economically hedge the Company's exposure to fluctuations in the value of foreign currency denominated receivables and payables; foreign currency investments, primarily consisting of loans to subsidiaries, and cash flows related primarily to the repatriation of those loans or investments; and commodity prices, primarily consisting of diesel fuel, corn, aluminum and natural gas prices. Foreign currency contracts, generally less than 12 months in duration, and commodity swap contracts, generally less than 36 months in duration, are used to hedge some of these risks. The Company's derivative policy permits the use of undesignated derivatives as approved by senior management.

For these undesignated instruments, the mark to fair value is reported currently through earnings on the Company's Consolidated Statements of Comprehensive Income. For purposes of measuring segment operating performance, the net gain (loss) from the mark to fair value of the Company's undesignated commodity swap contracts, prior to settlement, is reported outside of segment operating results until such time that the underlying exposure is realized in the segment operating results. Upon settlement, the net gain (loss) from the mark to fair value of the undesignated commodity swap contracts is reported in the appropriate operating segment, allowing the Company's operating segments to realize the economic effects of the commodity swap contracts without the resulting unrealized mark to fair value volatility.

Cash flow hedges:

The Company is exposed to foreign denominated cash flow fluctuations in connection with third party and intercompany sales and purchases and, historically, third party financing arrangements. The Company primarily uses foreign currency forward and option contracts to hedge certain of these risks. In addition, the Company utilizes commodity swap contracts to manage its exposure to changes in commodity prices and interest rate swap contracts to manage its exposure to changes in interest rates. Derivatives managing the Company's cash flow exposures generally mature within three years or less, with a maximum maturity of five years. Throughout the term of the designated cash flow hedge relationship on at least a quarterly basis, a retrospective evaluation and prospective assessment of hedge effectiveness is performed. All components of the Company's derivative instruments' gains or losses are included in the assessment of hedge effectiveness. In the event the relationship is no longer effective, the Company recognizes the change in the fair value of the hedging derivative instrument from the date the hedging derivative instrument became no longer effective immediately on the Company's Consolidated Statements of Comprehensive Income. In conjunction with its effectiveness testing, the Company also evaluates ineffectiveness associated with the hedge relationship. Resulting ineffectiveness, if any, is recognized immediately on the Company's Consolidated Statements of Comprehensive Income.

The Company records the fair value of its foreign currency contracts, commodity swap contracts and interest rate swap contracts qualifying for cash flow hedge accounting treatment on its Consolidated Balance Sheets with the effective portion of the related gain or loss on those contracts deferred in stockholders' equity (as a component of AOCI (as defined in Note 15)). These deferred gains or losses are recognized on the Company's Consolidated Statements of Comprehensive Income in the same period in which the underlying hedged items are recognized and on the same line item as the underlying hedged items. However, to the extent that any derivative instrument is not considered to be highly effective in offsetting the change in the value of the hedged item, the hedging relationship is terminated and the amount related to the ineffective portion of such derivative instrument is immediately recognized on the Company's Consolidated Statements of Comprehensive Income. The Company expects $10.3 million of net losses, net of income tax effect, to be reclassified from AOCI to earnings within the next 12 months.

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

(in millions)		November 30, 2014		February 28, 2014
Derivative instruments designated as hedging instruments				
Foreign currency contracts	$	533.7	$	636.6
Interest rate swap contracts	$	500.0	$	500.0
Derivative instruments not designated as hedging instruments				
Foreign currency contracts	$	1,466.7	$	643.8
Commodity swap contracts	$	205.0	$	88.0
Interest rate swap contracts	$	1,000.0	$	1,000.0

Fair values of derivative instruments:

The estimated fair value and location of the Company’s derivative instruments on its Consolidated Balance Sheets are as follows (see Note 6):

Balance Sheet Location		November 30, 2014		February 28, 2014
(in millions)				
Derivative instruments designated as hedging instruments				
Foreign currency contracts:				
Prepaid expenses and other	$	2.8	$	11.2
Other accrued expenses and liabilities	$	10.7	$	3.2
Other assets, net	$	0.9	$	4.4
Other liabilities	$	3.8	$	0.7
Interest rate swap contracts:				
Other accrued expenses and liabilities	$	3.4	$	3.4
Other liabilities	$	0.1	$	0.7
Derivative instruments not designated as hedging instruments				
Foreign currency contracts:				
Prepaid expenses and other	$	19.6	$	3.3
Other accrued expenses and liabilities	$	13.8	$	0.9
Commodity swap contracts:				
Prepaid expenses and other	$	1.2	$	1.3
Other accrued expenses and liabilities	$	14.9	$	0.1
Other assets, net	$	0.7	$	0.2
Other liabilities	$	9.4	$	0.4
Interest rate swap contracts:				
Prepaid expenses and other	$	4.1	$	3.5
Other accrued expenses and liabilities	$	16.3	$	13.3
Other assets, net	$	0.1	$	0.9
Other liabilities	$	7.5	$	15.5

The effect of the Company's derivative instruments designated in cash flow hedging relationships on its Consolidated Statements of Comprehensive Income, as well as its Other Comprehensive Income ("OCI"), net of income tax effect, is as follows:

Derivative Instruments in Designated Cash Flow Hedging Relationships	Net (Loss) Gain Recognized in OCI (Effective portion)	Location of Net Gain (Loss) Reclassified from AOCI to Income (Effective portion)	Net Gain (Loss) Reclassified from AOCI to Income (Effective portion)
(in millions)			
For the Nine Months Ended November 30, 2014			
Foreign currency contracts	$ (7.1)	Sales	$ 5.3
Foreign currency contracts	(2.1)	Cost of product sold	0.7
Interest rate swap contracts	(1.2)	Interest expense, net	(6.2)
Total	$ (10.4)	Total	$ (0.2)
For the Nine Months Ended November 30, 2013			
Foreign currency contracts	$ 1.3	Sales	$ 2.6
Foreign currency contracts	0.9	Cost of product sold	0.3
Interest rate swap contracts	(0.9)	Interest expense, net	(6.2)
Total	$ 1.3	Total	$ (3.3)
For the Three Months Ended November 30, 2014			
Foreign currency contracts	$ (12.2)	Sales	$ 1.1
Foreign currency contracts	(2.0)	Cost of product sold	0.2
Interest rate swap contracts	(1.0)	Interest expense, net	(2.0)
Total	$ (15.2)	Total	$ (0.7)
For the Three Months Ended November 30, 2013			
Foreign currency contracts	$ 1.5	Sales	$ 1.0
Foreign currency contracts	2.7	Cost of product sold	0.1
Interest rate swap contracts	(3.5)	Interest expense, net	(2.1)
Total	$ 0.7	Total	$ (1.0)

Derivative Instruments in Designated Cash Flow Hedging Relationships	Location of Net Gain (Loss) Recognized in Income (Ineffective portion)	Net Gain (Loss) Recognized in Income (Ineffective portion)
(in millions)		
For the Nine Months Ended November 30, 2014		
Foreign currency contracts	Selling, general and administrative expenses	$ 0.1
For the Nine Months Ended November 30, 2013		
Foreign currency contracts	Selling, general and administrative expenses	$ 0.3
Commodity swap contracts	Selling, general and administrative expenses	0.1
	Total	$ 0.4
For the Three Months Ended November 30, 2014		
Foreign currency contracts	Selling, general and administrative expenses	$ (0.1)
For the Three Months Ended November 30, 2013		
Foreign currency contracts	Selling, general and administrative expenses	$ 0.1

The effect of the Company's undesignated derivative instruments on its Consolidated Statements of Comprehensive Income is as follows:

Derivative Instruments Not Designated as Hedging Instruments	Location of Net (Loss) Gain Recognized in Income		Net (Loss) Gain Recognized in Income
(in millions)			
For the Nine Months Ended November 30, 2014			
Commodity swap contracts	Cost of product sold	$	(24.2)
Foreign currency contracts	Selling, general and administrative expenses		(4.1)
Interest rate swap contracts	Interest expense, net		(0.1)
	Total	$	(28.4)
For the Nine Months Ended November 30, 2013			
Commodity swap contracts	Cost of product sold	$	1.1
Foreign currency contracts	Selling, general and administrative expenses		(2.8)
Interest rate swap contracts	Interest expense, net		(0.1)
	Total	$	(1.8)
For the Three Months Ended November 30, 2014			
Commodity swap contracts	Cost of product sold	$	(21.5)
Foreign currency contracts	Selling, general and administrative expenses		3.0
Interest rate swap contracts	Interest expense, net		(0.1)
	Total	$	(18.6)
For the Three Months Ended November 30, 2013			
Commodity swap contracts	Cost of product sold	$	1.1
Foreign currency contracts	Selling, general and administrative expenses		(0.2)
Commodity swap contracts	Selling, general and administrative expenses		(1.6)
Interest rate swap contracts	Interest expense, net		(0.1)
	Total	$	(0.8)

Credit risk:

The Company enters into master agreements with its bank derivative trading counterparties that allow netting of certain derivative positions in order to manage credit risk. The Company's derivative instruments are not subject to credit rating contingencies or collateral requirements. As of November 30, 2014, the estimated fair value of derivative instruments in a net liability position due to counterparties was $60.4 million. If the Company were required to settle the net liability position under these derivative instruments on November 30, 2014, the Company would have had sufficient availability under its revolving credit facility to satisfy this obligation.

Counterparty credit risk:

Counterparty credit risk relates to losses the Company could incur if a counterparty defaults on a derivative contract. The Company manages exposure to counterparty credit risk by requiring specified minimum credit standards and diversification of counterparties. The Company enters into master agreements with its bank derivative trading counterparties that allow netting of certain derivative positions in order to manage counterparty credit risk. As of November 30, 2014, all of the Company's counterparty exposures are with financial institutions which have investment grade ratings. The Company has procedures to monitor counterparty credit risk for both current and future potential credit exposures. As of November 30, 2014, the estimated fair value of derivative instruments in a net receivable position due from counterparties was $9.9 million.

6. FAIR VALUE OF FINANCIAL INSTRUMENTS:

The Company calculates the estimated fair value of financial instruments using quoted market prices whenever available. When quoted market prices are not available, the Company uses standard pricing models for various types of financial instruments (such as forwards, options, swaps, etc.) which take into account the present value of estimated future cash flows.

The carrying amount and estimated fair value of the Company's financial instruments are summarized as follows:

	November 30, 2014		February 28, 2014	
(in millions)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:				
Cash and cash investments	$ 67.3	$ 67.3	$ 63.9	$ 63.9
Accounts receivable, net	$ 701.3	$ 701.3	$ 626.2	$ 626.2
Available-for-sale debt securities	$ 8.3	$ 8.3	$ 8.8	$ 8.8
Foreign currency contracts	$ 23.3	$ 23.3	$ 18.9	$ 18.9
Interest rate swap contracts	$ 4.2	$ 4.2	$ 4.4	$ 4.4
Commodity swap contracts	$ 1.9	$ 1.9	$ 1.5	$ 1.5
Liabilities:				
Notes payable to banks	$ 100.3	$ 100.3	$ 57.2	$ 57.2
Accounts payable	$ 445.9	$ 445.9	$ 295.2	$ 295.2
Long-term debt, including current portion	$ 7,218.5	$ 7,238.8	$ 6,963.3	$ 7,140.8
Foreign currency contracts	$ 28.3	$ 28.3	$ 4.8	$ 4.8
Interest rate swap contracts	$ 27.3	$ 27.3	$ 32.9	$ 32.9
Commodity swap contracts	$ 24.3	$ 24.3	$ 0.5	$ 0.5

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

Cash and cash investments, accounts receivable and accounts payable: The carrying amounts approximate fair value due to the short maturity of these instruments (Level 1 fair value measurement).

Available-for-sale ("AFS") debt securities: The fair value is estimated by discounting cash flows using market-based inputs (see "Fair value measurements" below) (Level 3 fair value measurement).

Foreign currency contracts: The fair value is estimated using market-based inputs, obtained from independent pricing services, into valuation models (see "Fair value measurements" below) (Level 2 fair value measurement).

Interest rate swap contracts: The fair value is estimated based on quoted market prices from respective counterparties (see "Fair value measurements" below) (Level 2 fair value measurement).

Commodity swap contracts: The fair value is estimated based on quoted market prices from respective counterparties (see "Fair value measurements" below) (Level 2 fair value measurement).

Notes payable to banks: The revolving credit facility under the Company's senior credit facility is a variable interest rate bearing note which includes a fixed margin which is adjustable based upon the Company's debt ratio (as defined in the Company's senior credit facility). The fair value of the revolving credit facility is estimated by discounting cash flows using LIBOR plus a margin reflecting current market conditions obtained from participating member financial institutions. The remaining instruments are variable interest rate bearing notes for which the carrying value approximates the fair value (Level 2 fair value measurement).

Long-term debt: The term loans under the Company's senior credit facility are variable interest rate bearing notes which include a fixed margin which is adjustable based upon the Company's debt ratio. The fair value of the term loans is estimated by discounting cash flows using LIBOR plus a margin reflecting current market conditions obtained from participating member financial institutions. The fair value of the remaining long-term debt, which is all fixed interest rate, is estimated by discounting cash flows using interest rates currently available for debt with similar terms and maturities (Level 2 fair value measurement).

Fair value measurements –

The FASB guidance on fair value measurements and disclosures defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles, and requires disclosures about fair value measurements. This guidance emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and states that a fair value measurement should be determined based on assumptions that market participants would use in pricing an asset or liability. The fair value measurement guidance establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The hierarchy is broken down into three levels: Level 1 inputs are quoted prices in active markets for identical assets or liabilities; Level 2 inputs include data points that are observable such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical assets or similar assets or liabilities in markets that are not active, and inputs (other than quoted prices) such as interest rates and yield curves that are observable for the asset and liability, either directly or indirectly; and Level 3 inputs are unobservable data points for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability.

The following table presents the Company’s financial assets and liabilities measured at estimated fair value on a recurring basis.

	Fair Value Measurements Using			
(in millions)	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
November 30, 2014				
Assets:				
AFS debt securities	$ —	$ —	$ 8.3	$ 8.3
Foreign currency contracts	$ —	$ 23.3	$ —	$ 23.3
Interest rate swap contracts	$ —	$ 4.2	$ —	$ 4.2
Commodity swap contracts	$ —	$ 1.9	$ —	$ 1.9
Liabilities:				
Foreign currency contracts	$ —	$ 28.3	$ —	$ 28.3
Interest rate swap contracts	$ —	$ 27.3	$ —	$ 27.3
Commodity swap contracts	$ —	$ 24.3	$ —	$ 24.3
February 28, 2014				
Assets:				
AFS debt securities	$ —	$ —	$ 8.8	$ 8.8
Foreign currency contracts	$ —	$ 18.9	$ —	$ 18.9
Interest rate swap contracts	$ —	$ 4.4	$ —	$ 4.4
Commodity swap contracts	$ —	$ 1.5	$ —	$ 1.5
Liabilities:				
Foreign currency contracts	$ —	$ 4.8	$ —	$ 4.8
Interest rate swap contracts	$ —	$ 32.9	$ —	$ 32.9
Commodity swap contracts	$ —	$ 0.5	$ —	$ 0.5

The Company’s foreign currency contracts consist of foreign currency forward and option contracts which are valued using market-based inputs, obtained from independent pricing services, into valuation models. These valuation models require various inputs, including contractual terms, market foreign exchange prices, interest-rate yield curves and currency volatilities. Interest rate swap fair values are based on quotes from respective counterparties. Quotes are corroborated by the Company using discounted cash flow calculations based upon forward interest-rate yield curves, which are obtained from independent pricing services. Commodity swap fair values are based on quotes from respective counterparties. Quotes are corroborated by the Company using market data. AFS debt securities are valued using market-based inputs into discounted cash flow models.

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

	Fair Value Measurements Using			
(in millions)	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Losses
For the Nine Months Ended November 30, 2013				
Goodwill	$ —	$ —	$ 159.6	$ 278.7
Trademarks	—	—	68.3	22.2
	$ —	$ —	$ 227.9	$ 300.9

Goodwill:

For the three months ended August 31, 2013, the Company identified certain negative trends within its Wine and Spirits’ Canadian reporting unit which, when combined with then recent changes in strategy within the Canadian business, indicated that the estimated fair value of the reporting unit might be below its carrying value. Accordingly, the Company performed the two-step process to evaluate goodwill for impairment for the Wine and Spirits’ Canadian reporting unit. In connection with this evaluation, the implied fair value of the Canadian reporting unit’s goodwill of $159.6 million compared to the carrying value of the Canadian reporting unit’s goodwill of $433.9 million resulted in the recognition of an impairment of $278.7 million. This impairment is included in impairment of goodwill and intangible assets on the Company’s Consolidated Statements of Comprehensive Income for the nine months ended November 30, 2013.

Trademarks:

For the three months ended August 31, 2013, prior to the goodwill impairment analysis discussed above, the Company performed a review of indefinite lived intangible assets for impairment. The Company determined that certain trademarks associated with the Wine and Spirits’ Canadian business were impaired largely due to lower revenue and profits associated with the related products included in the then updated long-term financial forecasts developed as part of the Company’s then new strategy for the Canadian business. Accordingly, trademarks with a carrying value of $90.2 million were written down to their estimated fair value of $68.3 million, resulting in an impairment of $22.2 million. This impairment is included in impairment of goodwill and intangible assets on the Company’s Consolidated Statements of Comprehensive Income for the nine months ended November 30, 2013.

7. GOODWILL:

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

(in millions)	Beer	Wine and Spirits	Consolidation and Eliminations	Consolidated
Balance, February 28, 2013				
Goodwill	$ 13.0	$ 2,722.3	$ (13.0)	$ 2,722.3
Accumulated impairment losses	—	—	—	—
	13.0	2,722.3	(13.0)	2,722.3
Purchase accounting allocations	3,702.8	—	13.0	3,715.8
Impairment of goodwill	—	(278.7)	—	(278.7)
Foreign currency translation adjustments	(1.2)	(11.4)	—	(12.6)
Balance, February 28, 2014				
Goodwill	3,714.6	2,693.5	—	6,408.1
Accumulated impairment losses	—	(261.3)	—	(261.3)
	3,714.6	2,432.2	—	6,146.8
Purchase accounting allocations	—	34.0	—	34.0
Foreign currency translation adjustments	(2.1)	(14.8)	—	(16.9)
Balance, November 30, 2014				
Goodwill	3,712.5	2,704.7	—	6,417.2
Accumulated impairment losses	—	(253.3)	—	(253.3)
	$ 3,712.5	$ 2,451.4	$ —	$ 6,163.9

For the year ended February 28, 2014, purchase accounting allocations of $3,702.8 million and $13.0 million in Beer and Consolidation and Eliminations, respectively, consist of purchase accounting allocations associated with the Beer Business Acquisition. For the year ended February 28, 2014, impairment of goodwill in Wine and Spirits consists of an impairment loss of $278.7 million associated with goodwill assigned to the segment’s Canadian reporting unit. For the nine months ended November 30, 2014, purchase accounting allocations of $34.0 million in Wine and Spirits consist of purchase accounting allocations associated with an immaterial acquisition.

8. INTANGIBLE ASSETS:

The major components of intangible assets are as follows:

(in millions)	November 30, 2014 Gross Carrying Amount	November 30, 2014 Net Carrying Amount	February 28, 2014 Gross Carrying Amount	February 28, 2014 Net Carrying Amount
Amortizable intangible assets:				
Customer relationships	$ 102.8	$ 65.9	$ 103.6	$ 70.5
Favorable interim supply agreement	68.3	34.8	68.3	62.3
Other	21.3	7.1	14.7	5.3
Total	$ 192.4	107.8	$ 186.6	138.1
Nonamortizable intangible assets:				
Trademarks		3,082.2		3,088.0
Other		4.9		5.0
Total		3,087.1		3,093.0
Total intangible assets, net		$ 3,194.9		$ 3,231.1

The Company did not incur costs to renew or extend the term of acquired intangible assets during the nine months and three months ended November 30, 2014, and November 30, 2013. The difference between the gross carrying amount and net carrying amount for each item presented is attributable to accumulated amortization. Amortization expense for intangible assets was $36.2 million and $11.2 million for the nine months ended November 30, 2014, and November 30, 2013, respectively, and $11.5 million and $4.1 million for the three months ended November 30, 2014, and November 30, 2013, respectively. Estimated amortization expense for the remaining three months of fiscal 2015 and for each of the five succeeding fiscal years and thereafter is as follows:

(in millions)	
2015	$ 8.9
2016	$ 35.2
2017	$ 10.0
2018	$ 5.5
2019	$ 5.5
2020	$ 5.5
Thereafter	$ 37.2

9. OTHER ACCRUED EXPENSES AND LIABILITIES:

The major components of other accrued expenses and liabilities are as follows:

(in millions)	November 30, 2014	February 28, 2014
Promotions and advertising	$ 115.3	$ 103.1
Salaries, commissions, and payroll benefits and withholdings	102.3	118.7
Income taxes payable	83.5	45.4
Derivative liabilities	59.1	20.9
Deferred revenue	44.5	52.8
Accrued interest	31.8	56.9
Beer Business Acquisition payable	1.3	555.7
Other	102.6	102.1
	$ 540.4	$ 1,055.6

10. BORROWINGS:

Borrowings consist of the following:

	November 30, 2014			February 28, 2014
(in millions)	Current	Long-term	Total	Total
Notes Payable to Banks:				
Senior Credit Facility – Revolving Credit Loans	$ —	$ —	$ —	$ —
Other	100.3	—	100.3	57.2
	$ 100.3	$ —	$ 100.3	$ 57.2
Long-term Debt:				
Senior Credit Facility – Term Loans	$ 118.1	$ 2,698.2	$ 2,816.3	$ 2,864.8
Senior Notes	—	4,348.4	4,348.4	4,047.3
Other Long-term Debt	18.9	34.9	53.8	51.2
	$ 137.0	$ 7,081.5	$ 7,218.5	$ 6,963.3

Senior credit facility –

In connection with the Beer Business Acquisition, on May 2, 2013, the Company, CIH International S.à r.l., an indirect wholly owned subsidiary of the Company ("CIH" and together with the Company, the "Borrowers"), and Bank of America, N.A., as administrative agent (the "Administrative Agent"), and certain other lenders entered into a Restatement Agreement (the "2013 Restatement Agreement") that amended and restated the Company's then existing senior credit facility (as amended and restated by the 2013 Restatement Agreement, the "2013 Credit Agreement"). The 2013 Restatement Agreement was entered into by the Company to arrange a portion of the debt to finance the Beer Business Acquisition.

On May 28, 2014, the Company, CIH, the Administrative Agent, and certain other lenders entered into a Restatement Agreement (the "2014 Restatement Agreement") that amended and restated the 2013 Credit Agreement (as amended and restated by the 2014 Restatement Agreement, the "May 2014 Credit Agreement"). The principal change to the 2013 Credit Agreement effected by the May 2014 Credit Agreement was the conversion of the pre-existing $850.0 million revolving credit facility into two tranches, a $425.0 million U.S. revolving credit facility (the "U.S. Revolving Credit Facility") and a $425.0 million European revolving credit facility (the "European Revolving Credit Facility"). The Company is the borrower under the U.S. Revolving Credit Facility and the Company and/or CIH is the borrower under the European Revolving Credit Facility.

On August 20, 2014, the Company, CIH, the Administrative Agent, and certain other lenders (all such parties other than either of the Borrowers are collectively referred to as the "Lenders") entered into Amendment No. 1 (the "Amendment") to the May 2014 Credit Agreement (as amended, the " 2014 Credit Agreement"). The Amendment was entered into primarily to reduce the interest rate applicable to the then existing European Term B loan facility under the May 2014 Credit Agreement by removing the provisions imposing certain minimums, or floors, used in the calculation of the interest rate on the European Term B loan facility. This was accomplished by adding a new European Term B-1 tranche to the 2014 Credit Agreement which replaced the existing European Term B loan facility.

The 2014 Credit Agreement provides for aggregate credit facilities of $3,712.3 million, consisting of a $496.3 million U.S. term loan facility maturing on June 7, 2018 (the "U.S. Term A Facility"), a $245.0 million U.S. term loan facility maturing on June 7, 2019 (the "U.S. Term A-1 Facility"), a $649.7 million U.S. term loan facility maturing on June 7, 2018 (the "U.S. Term A-2 Facility"), a $481.3 million European term loan facility maturing on June 7, 2018 (the "European Term A Facility"), a $990.0 million European term loan facility maturing on June 7, 2020 (the "European Term B-1 Facility"), and an aggregate $850.0 million revolving credit facility (including two sub-facilities for letters of credit of up to $200.0 million in the aggregate) which terminates on June 7, 2018 (the "Revolving Credit Facility"). The Revolving Credit Facility provides for credit facilities consisting of the $425.0 million U.S. Revolving Credit Facility and the $425.0 million European Revolving Credit Facility. The 2014 Credit Agreement also permits the Company from time to time to elect to increase the Lenders' revolving credit commitments under the U.S. Revolving Credit Facility or add one or more tranches of additional term loans, subject to the willingness of existing or new lenders to fund such increase or term loans and other customary conditions. The minimum aggregate principal amount of such incremental revolving credit commitment increases or additional term loans may be no less than $25.0 million and the maximum aggregate principal amount of all such incremental revolving credit commitment increases and additional term loans, other than term loans the proceeds of which are applied to repay existing term loans, may be no more than $750.0 million. A portion of the borrowings under the 2013 Credit Agreement were used to refinance the outstanding obligations under the Company's then existing senior credit facility with the remainder used to finance a portion of the purchase price for the Beer Business Acquisition and related expenses.

The rate of interest for borrowings under the 2014 Credit Agreement is a function of LIBOR plus a margin or the base rate plus a margin. The margin is adjustable based upon the Company's debt ratio (as defined in the 2014 Credit Agreement). As of November 30, 2014, the LIBOR margin for the U.S. Term A Facility, the U.S. Term A-2 Facility, the European Term A Facility, the European Term B-1 Facility and the Revolving Credit Facility was 1.75%; and the LIBOR margin for the U.S. Term A-1 Facility was 2.0%.

The U.S. obligations under the 2014 Credit Agreement are guaranteed by certain of the Company's U.S. subsidiaries. These obligations are also secured by a pledge of (i) 100% of the ownership interests in certain of the Company's U.S. subsidiaries and (ii) 65% of the ownership interests in certain of the Company's foreign subsidiaries. The European obligations under the 2014 Credit Agreement are guaranteed by the Company and certain of the Company's U.S. subsidiaries. These obligations are also secured by a pledge of (i) 100% of certain interests in certain of CIH's subsidiaries and (ii) 100% of the ownership interests in certain of the Company's U.S. subsidiaries and 65% of the ownership interests in certain of the Company's foreign subsidiaries.

As of November 30, 2014, under the 2014 Credit Agreement, the Company had outstanding borrowings under the U.S. Term A Facility of $483.4 million bearing an interest rate of 1.9%, U.S. Term A-1 Facility of $243.8 million bearing an interest rate of 2.2%, U.S. Term A-2 Facility of $632.8 million bearing an interest rate of 1.9%, European Term A Facility of $468.8 million bearing an interest rate of 1.9%, European Term B-1 Facility of $987.5 million bearing an interest rate of 1.9%, outstanding letters of credit of $14.1 million, and $835.9 million in revolving loans available to be drawn.

In April 2012, the Company transitioned its interest rate swap agreement to a one-month LIBOR base rate versus the then existing three-month LIBOR base rate by entering into a new interest rate swap agreement which was designated as a cash flow hedge for $500.0 million of the Company's floating LIBOR rate debt. In addition, the then existing interest rate swap agreement was dedesignated as a hedge. The Company also entered into an additional interest rate swap agreement for $500.0 million that was not designated as a hedge to offset the prospective impact of the newly undesignated interest rate swap agreement. As a result of these hedges, the Company has fixed its interest rates on $500.0 million of the Company's floating LIBOR rate debt at an average rate of 2.8% (exclusive of borrowing margins) through September 1, 2016. The unrealized losses in AOCI related to the dedesignated interest rate swap agreements are being reclassified from AOCI ratably into earnings in the same period in which the original hedged item is recorded in the Consolidated Statements of Comprehensive Income. For both the nine months ended November 30, 2014, and November 30, 2013, the Company reclassified net losses of $6.2 million, net of income tax effect, from AOCI to interest expense, net, on the Company's Consolidated Statements of Comprehensive Income. For the three months ended November 30, 2014, and November 30, 2013, the Company reclassified net losses of $2.0 million and $2.1 million, net of income tax effect, respectively, from AOCI to interest expense, net, on the Company's Consolidated Statements of Comprehensive Income.

Senior notes –

On May 14, 2013, the Company issued $500.0 million aggregate principal amount of 3.75% Senior Notes due May 2021 (the "May 2013 Eight Year Senior Notes") and $1,050.0 million aggregate principal amount of 4.25% Senior Notes due May 2023 (the "May 2013 Ten Year Senior Notes") (collectively, the "May 2013 Senior Notes"). The Company used the net proceeds from the offering ($1,535.5 million) to fund a portion of the purchase price for the Beer Business Acquisition. Interest on the May 2013 Senior Notes is payable semiannually on May 1 and November 1 of each year, beginning November 1, 2013. The May 2013 Senior Notes are redeemable, in whole or in part, at the option of the Company at any time at a redemption price equal to 100% of the outstanding principal amount plus a make whole payment based on the present value of the future payments at the adjusted Treasury Rate plus 50 basis points. The May 2013 Senior Notes are senior unsecured obligations that rank equally with the Company's other senior unsecured indebtedness. Certain of the Company's U.S. subsidiaries guarantee the May 2013 Senior Notes on a senior unsecured basis. In connection with the issuance of the May 2013 Senior Notes, the Company and Manufacturers and Traders Trust Company, as Trustee, escrow agent, and securities intermediary, entered into an agreement (the "May 2013 Escrow Agreement"), pursuant to which an amount equal to 100% of the principal amount of the May 2013 Senior Notes (collectively, with any other property from time to time held by the escrow agent, the "May 2013 Escrowed Property") was placed into an escrow account to be released to the Company upon the closing of the Beer Business Acquisition. In accordance with the terms of the May 2013 Escrow Agreement, in connection with the closing of the Beer Business Acquisition, the May 2013 Escrowed Property was released to the Company and used to fund a portion of the purchase price for the Beer Business Acquisition. As of November 30, 2014, the Company had outstanding $1,550.0 million aggregate principal amount of May 2013 Senior Notes.

On November 3, 2014, the Company issued $400.0 million aggregate principal amount of 3.875% Senior Notes due November 2019 (the "November 2014 Five Year Senior Notes") and $400.0 million aggregate principal amount of 4.75% Senior Notes due November 2024 (the "November 2014 Ten Year Senior Notes") (collectively, the "November 2014 Senior Notes"). The Company used the net proceeds from the offering ($789.0 million) to redeem its December 2007 Senior Notes (as defined below) and for general corporate purposes. Interest on the November 2014 Senior Notes is payable semiannually on May 15 and November 15 of each year, beginning May 15, 2015. The November 2014 Senior Notes are redeemable, in whole or in part, at the option of the Company at any time at a redemption price equal to 100% of the outstanding principal amount plus a make whole payment based on the present value of the future payments at the adjusted Treasury Rate plus 50 basis points. The November 2014 Senior Notes are senior unsecured obligations that rank equally with the Company's other senior unsecured indebtedness. Certain of the Company's U.S. subsidiaries guarantee the November 2014 Senior Notes on a senior unsecured basis. As of November 30, 2014, the Company had outstanding $800.0 million aggregate principal amount of November 2014 Senior Notes.

In December 2007, the Company issued $500.0 million aggregate principal amount of 8.375% Senior Notes due December 2014 (the "December 2007 Senior Notes"). On November 26, 2014, the Company repaid the December 2007 Senior Notes with proceeds from its November 2014 Senior Notes.

Accounts receivable securitization facilities –

On October 1, 2013, the Company entered into an amended and restated 364-day revolving trade accounts receivable securitization facility (the "CBI Facility"). Under the CBI Facility, trade accounts receivable generated by the Company and certain of its subsidiaries are sold by the Company to a wholly-owned bankruptcy remote single purpose subsidiary (the "CBI SPV"), which is consolidated with the Company for financial reporting purposes. On September 29, 2014, the Company and the CBI SPV amended the CBI Facility resulting in the extension of the CBI Facility for an additional 364-day term (the "Amended CBI Facility"). The remaining provisions of the Amended CBI Facility are substantially identical in all material respects to the CBI Facility. The Amended CBI Facility provides borrowing capacity of $190.0 million up to $290.0 million structured to account for the seasonality of the Company's business, subject to further limitations based upon various pre-agreed formulas. As of November 30, 2014, the CBI SPV had no aggregate outstanding borrowings under the Amended CBI Facility. As of November 30, 2014, the Company had $275.0 million available to be drawn under the Amended CBI Facility.

Also, on October 1, 2013, Crown Imports entered into a 364-day revolving trade accounts receivable securitization facility (the "Crown Facility"). Under the Crown Facility, trade accounts receivable generated by Crown Imports are sold by Crown Imports to its wholly-owned bankruptcy remote single purpose subsidiary (the "Crown SPV"), which is consolidated with the Company for financial reporting purposes. On September 29, 2014, Crown Imports and the Crown SPV amended the Crown Facility resulting in the extension of the Crown Facility for an additional 364-day term (the "Amended Crown Facility"). The remaining provisions of the Amended Crown Facility are substantially identical in all material respects to the Crown Facility. The Amended Crown Facility provides borrowing capacity of $100.0 million up to $160.0 million structured to account for the seasonality of Crown Imports' business. As of November 30, 2014, the Crown SPV had no aggregate outstanding borrowings under the Amended Crown Facility. As of November 30, 2014, the Company had $110.0 million available to be drawn under the Amended Crown Facility.

11. INCOME TAXES:

The Company's effective tax rate for the nine months ended November 30, 2014, and November 30, 2013, was 31.0% and 9.0%, respectively. The Company's effective tax rate for the three months ended November 30, 2014, and November 30, 2013, was 28.5% and 27.8%, respectively.

The Company's effective tax rate for both the nine months and three months ended November 30, 2014, benefited primarily from the integration of the Beer Business Acquisition and the recognition of additional tax credits. The Company's effective tax rate for the nine months ended November 30, 2013, was favorably impacted by the Beer Business Acquisition, primarily attributable to the recognition of the nontaxable gain on the remeasurement to fair value of the Company's preexisting 50% equity interest in Crown Imports of $1,642.0 million, partially offset by the write-off of nondeductible goodwill of $278.7 million. The Company's effective tax rate for the three months ended November 30, 2013, was favorably impacted primarily by the integration of the Beer Business Acquisition and the benefit from additional tax credits.

12. COMMITMENTS AND CONTINGENCIES:

Indemnification liabilities –

In connection with a prior divestiture, the Company indemnified respective parties against certain liabilities that may arise related to certain contracts with certain investees of the divested business, a certain facility in the U.K. and certain income tax matters. As of November 30, 2014, and February 28, 2014, the carrying amount of these indemnification liabilities was $11.3 million and $11.6 million, respectively, and is included in other liabilities on the Company's Consolidated Balance Sheets. If the indemnified party were to incur a liability, pursuant to the terms of the indemnification, the Company would be required to reimburse the indemnified party. As of November 30, 2014, the Company estimates that these indemnifications could require the Company to make potential future payments of up to $292.4 million under these indemnifications with $278.8 million of this amount able to be recovered by the Company from third parties under recourse provisions. The Company does not expect to be required to make material payments under the indemnifications and the Company believes that the likelihood is remote that the indemnifications could have a material adverse effect on the Company's financial position, results of operations, cash flows or liquidity.

13. PRODUCT RECALL:

In August 2014, the Company announced a voluntary product recall of select packages in the U.S. and Guam containing 12-ounce clear glass bottles of its Corona Extra beer that may contain small particles of glass (the “Product Recall”). The Product Recall was a precautionary step after routine inspections in the Company’s quality control laboratory detected defects in certain bottles that could cause small particles of glass to break off and fall into the bottle. The potentially affected bottles came from a glass plant run by a third-party manufacturer that supplies the Company with bottles.

A summary of the estimated charges, net of recoveries, recorded on the Company’s Consolidated Statements of Comprehensive Income is as follows:

(in millions)	For the Nine Months Ended November 30, 2014	For the Three Months Ended November 30, 2014
Net sales	$ 3.3	$ (0.2)
Cost of product sold	8.0	2.6
Selling, general and administrative expenses	0.5	0.2
Total	$ 11.8	$ 2.6

For the nine months and three months ended November 30, 2014, recorded amounts represent costs for which the third-party manufacturer has not yet agreed to reimburse to the Company. The reduction to net sales is associated primarily with wholesale distributor payments in connection with the collection and handling of recalled product. The charge to cost of product sold consists primarily of freight costs associated with the potentially affected product.

While the Company expects to continue to collaborate with its third-party manufacturer and obtain reimbursement from its third-party manufacturer for some or all of the costs associated with the Product Recall, there can be no assurance there will be any potential recoveries. Any additional direct costs related to the Product Recall are not expected to be material.

14. EARNINGS PER COMMON SHARE:

Earnings per common share – basic excludes the effect of common stock equivalents and is computed using the two-class computation method. Earnings per common share – diluted for Class A Common Stock reflects the potential dilution that could result if securities or other contracts to issue common stock were exercised or converted into common stock. Earnings per common share – diluted for Class A Common Stock has been computed using the more dilutive of the if-converted or two-class computation method. Using the if-converted method, earnings per common share – diluted for Class A Common Stock assumes the exercise of stock options using the treasury stock method and the conversion of Class B Convertible Common Stock. Using the two-class computation method, earnings per common share – diluted for Class A Common Stock assumes the exercise of stock options using the treasury stock method and no conversion of Class B Convertible Common Stock. For the nine months and three months ended November 30, 2014, and November 30, 2013, earnings per common share – diluted for Class A Common Stock has been calculated using the if-converted method. For the nine months and three months ended November 30, 2014, and November 30, 2013, earnings per common share – diluted for Class B Convertible Common Stock is presented without assuming conversion into Class A Common Stock and is computed using the two-class computation method.

The computation of basic and diluted earnings per common share is as follows:

(in millions, except per share data)	For the Nine Months Ended November 30, 2014	For the Nine Months Ended November 30, 2013	For the Three Months Ended November 30, 2014	For the Three Months Ended November 30, 2013
Income available to common stockholders	$ 624.7	$ 1,785.9	$ 222.2	$ 211.0
Weighted average common shares outstanding – basic:				
Class A Common Stock	168.968	164.082	169.585	165.708
Class B Convertible Common Stock	23.401	23.477	23.387	23.461
Weighted average common shares outstanding – diluted:				
Class A Common Stock	168.968	164.082	169.585	165.708
Class B Convertible Common Stock	23.401	23.477	23.387	23.461
Stock-based awards, primarily stock options	8.474	9.327	8.304	8.913
Weighted average common shares outstanding – diluted	200.843	196.886	201.276	198.082
Earnings per common share – basic:				
Class A Common Stock	$ 3.28	$ 9.63	$ 1.16	$ 1.13
Class B Convertible Common Stock	$ 2.99	$ 8.76	$ 1.06	$ 1.03
Earnings per common share – diluted:				
Class A Common Stock	$ 3.11	$ 9.07	$ 1.10	$ 1.07
Class B Convertible Common Stock	$ 2.86	$ 8.34	$ 1.01	$ 0.98

For the nine months ended November 30, 2014, and November 30, 2013, stock-based awards, primarily stock options, which could result in the issuance of 0.8 million and 1.3 million shares, respectively, of Class A Common Stock were outstanding, but were not included in the computation of earnings per common share – diluted for Class A Common Stock because the effect of including such awards would have been antidilutive. For the three months ended November 30, 2014, stock-based awards, primarily stock options, which could result in the issuance of 0.5 million shares of Class A Common Stock were outstanding, but were not included in the computation of earnings per common share – diluted for Class A Common Stock because the effect of including such awards would have been antidilutive. Stock-based awards outstanding whose impact would have been antidilutive in the computation of earnings per common share – diluted for Class A Common Stock for the three months ended November 30, 2013, were not material.

15. COMPREHENSIVE INCOME:

Comprehensive income consists of net income, foreign currency translation adjustments, net unrealized (losses) gains on derivative instruments, net unrealized (losses) gains on AFS debt securities and pension/postretirement adjustments. The reconciliation of net income to comprehensive income is as follows:

(in millions)	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount
For the Nine Months Ended November 30, 2014			
Net income			$ 624.7
Other comprehensive (loss) income:			
Foreign currency translation adjustments:			
Net losses	$ (82.1)	$ (2.0)	(84.1)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(82.1)	(2.0)	(84.1)
Unrealized loss on cash flow hedges:			
Net derivative losses	(14.7)	4.3	(10.4)
Reclassification adjustments	1.4	(1.3)	0.1
Net loss recognized in other comprehensive loss	(13.3)	3.0	(10.3)
Unrealized loss on AFS debt securities:			
Net AFS debt securities losses	(0.5)	—	(0.5)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(0.5)	—	(0.5)
Pension/postretirement adjustments:			
Net actuarial gains	0.5	(0.2)	0.3
Reclassification adjustments	—	—	—
Net gain recognized in other comprehensive loss	0.5	(0.2)	0.3
Other comprehensive loss	$ (95.4)	$ 0.8	(94.6)
Total comprehensive income			$ 530.1
For the Nine Months Ended November 30, 2013			
Net income			$ 1,785.9
Other comprehensive (loss) income:			
Foreign currency translation adjustments:			
Net losses	$ (39.0)	$ (2.4)	(41.4)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(39.0)	(2.4)	(41.4)
Unrealized gain on cash flow hedges:			
Net derivative gains	2.0	(0.7)	1.3
Reclassification adjustments	5.3	(2.4)	2.9
Net gain recognized in other comprehensive loss	7.3	(3.1)	4.2
Unrealized loss on AFS debt securities:			
Net AFS debt securities losses	(1.8)	(0.3)	(2.1)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(1.8)	(0.3)	(2.1)
Pension/postretirement adjustments:			
Net actuarial gains	0.7	(0.2)	0.5
Reclassification adjustments	0.9	(0.2)	0.7
Net gain recognized in other comprehensive loss	1.6	(0.4)	1.2
Other comprehensive loss	$ (31.9)	$ (6.2)	(38.1)
Total comprehensive income			$ 1,747.8

(in millions)	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount
For the Three Months Ended November 30, 2014			
Net income			$ 222.2
Other comprehensive (loss) income:			
Foreign currency translation adjustments:			
Net losses	$ (97.9)	$ (0.8)	(98.7)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(97.9)	(0.8)	(98.7)
Unrealized loss on cash flow hedges:			
Net derivative losses	(21.1)	5.9	(15.2)
Reclassification adjustments	1.5	(0.7)	0.8
Net loss recognized in other comprehensive loss	(19.6)	5.2	(14.4)
Unrealized loss on AFS debt securities:			
Net AFS debt securities losses	(0.7)	0.1	(0.6)
Reclassification adjustments	—	—	—
Net loss recognized in other comprehensive loss	(0.7)	0.1	(0.6)
Pension/postretirement adjustments:			
Net actuarial gains	0.5	(0.2)	0.3
Reclassification adjustments	—	—	—
Net gain recognized in other comprehensive loss	0.5	(0.2)	0.3
Other comprehensive loss	$ (117.7)	$ 4.3	(113.4)
Total comprehensive income			$ 108.8
For the Three Months Ended November 30, 2013			
Net income			$ 211.0
Other comprehensive income:			
Foreign currency translation adjustments:			
Net gains	$ 27.4	$ (0.8)	26.6
Reclassification adjustments	—	—	—
Net gain recognized in other comprehensive income	27.4	(0.8)	26.6
Unrealized gain on cash flow hedges:			
Net derivative losses	(0.4)	1.1	0.7
Reclassification adjustments	1.7	(0.8)	0.9
Net gain recognized in other comprehensive income	1.3	0.3	1.6
Unrealized gain on AFS debt securities:			
Net AFS debt securities gains	1.1	(0.2)	0.9
Reclassification adjustments	—	—	—
Net gain recognized in other comprehensive income	1.1	(0.2)	0.9
Pension/postretirement adjustments:			
Net actuarial gains	0.1	—	0.1
Reclassification adjustments	0.3	(0.1)	0.2
Net gain recognized in other comprehensive income	0.4	(0.1)	0.3
Other comprehensive income	$ 30.2	$ (0.8)	29.4
Total comprehensive income			$ 240.4

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

(in millions)	Foreign Currency Translation Adjustments	Net Unrealized Losses on Derivative Instruments	Net Unrealized Losses on AFS Debt Securities	Pension/ Postretirement Adjustments	Accumulated Other Comprehensive Income (Loss)
Balance, February 28, 2014	$ 103.6	$ (8.9)	$ (1.5)	$ (7.2)	$ 86.0
Other comprehensive (loss) income:					
Other comprehensive (loss) income before reclassification adjustments	(84.1)	(10.4)	(0.5)	0.3	(94.7)
Amounts reclassified from accumulated other comprehensive income (loss)	—	0.1	—	—	0.1
Other comprehensive (loss) income	(84.1)	(10.3)	(0.5)	0.3	(94.6)
Balance, November 30, 2014	$ 19.5	$ (19.2)	$ (2.0)	$ (6.9)	$ (8.6)

16. CONDENSED CONSOLIDATING FINANCIAL INFORMATION:

The following information sets forth the condensed consolidating balance sheets as of November 30, 2014, and February 28, 2014, the condensed consolidating statements of comprehensive income for the nine months and three months ended November 30, 2014, and November 30, 2013, and the condensed consolidating statements of cash flows for the nine months ended November 30, 2014, and November 30, 2013, for the parent company, the combined subsidiaries of the Company which guarantee the Company's senior notes ("Subsidiary Guarantors"), the combined subsidiaries of the Company which are not Subsidiary Guarantors (primarily foreign subsidiaries) ("Subsidiary Nonguarantors") and the Company. The Subsidiary Guarantors are 100% owned, directly or indirectly, by the parent company and the guarantees are joint and several obligations of each of the Subsidiary Guarantors. The guarantees are full and unconditional, as those terms are used in Rule 3-10 of Regulation S-X, except that a Subsidiary Guarantor can be automatically released and relieved of its obligations under certain customary circumstances contained in the indentures governing the Company's senior notes. These customary circumstances include, so long as other applicable provisions of the indentures are adhered to, the termination or release of a Subsidiary Guarantor's guarantee of other indebtedness or upon the legal defeasance or covenant defeasance or satisfaction and discharge of the Company's senior notes. Separate financial statements for the Subsidiary Guarantors of the Company are not presented because the Company has determined that such financial statements would not be material to investors. The accounting policies of the parent company, the Subsidiary Guarantors and the Subsidiary Nonguarantors are the same as those described for the Company in the Summary of Significant Accounting Policies in Note 1 to the Company's consolidated financial statements included in the Company's 2014 Annual Report, and include the recently adopted accounting guidance described in Note 2 herein. There are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to the Company in the form of cash dividends, loans or advances.

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Condensed Consolidating Balance Sheet at November 30, 2014					
Current assets:					
Cash and cash investments	$ 22.4	$ 0.8	$ 44.1	$ —	$ 67.3
Accounts receivable, net	0.3	12.1	688.9	—	701.3
Inventories	154.9	1,452.0	398.1	(77.8)	1,927.2
Intercompany receivable	12,024.9	19,052.3	5,604.5	(36,681.7)	—
Prepaid expenses and other	46.5	71.8	679.0	(462.3)	335.0
Total current assets	12,249.0	20,589.0	7,414.6	(37,221.8)	3,030.8

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Property, plant and equipment, net	55.4	862.9	1,500.8	—	2,419.1
Investments in subsidiaries	11,514.9	12.8	—	(11,527.7)	—
Goodwill	—	5,411.1	752.8	—	6,163.9
Intangible assets, net	—	705.8	2,486.0	3.1	3,194.9
Intercompany notes receivable	3,889.4	131.1	—	(4,020.5)	—
Other assets, net	64.5	78.8	28.5	—	171.8
Total assets	$ 27,773.2	$ 27,791.5	$ 12,182.7	$ (52,766.9)	$ 14,980.5
Current liabilities:					
Notes payable to banks	$ —	$ —	$ 100.3	$ —	$ 100.3
Current maturities of long-term debt	77.9	17.6	41.5	—	137.0
Accounts payable	29.5	248.9	167.5	—	445.9
Accrued excise taxes	13.6	6.1	5.2	—	24.9
Intercompany payable	15,632.1	15,055.8	5,993.8	(36,681.7)	—
Other accrued expenses and liabilities	694.3	144.4	188.4	(486.7)	540.4
Total current liabilities	16,447.4	15,472.8	6,496.7	(37,168.4)	1,248.5
Long-term debt, less current maturities	5,631.5	33.8	1,416.2	—	7,081.5
Deferred income taxes	13.9	616.9	200.6	—	831.4
Intercompany notes payable	—	3,822.3	198.2	(4,020.5)	—
Other liabilities	45.4	31.2	107.5	—	184.1
Stockholders’ equity	5,635.0	7,814.5	3,763.5	(11,578.0)	5,635.0
Total liabilities and stockholders’ equity	$ 27,773.2	$ 27,791.5	$ 12,182.7	$ (52,766.9)	$ 14,980.5
Condensed Consolidating Balance Sheet at February 28, 2014					
Current assets:					
Cash and cash investments	$ 0.5	$ 0.8	$ 62.6	$ —	$ 63.9
Accounts receivable, net	0.2	9.0	617.0	—	626.2
Inventories	153.5	1,270.0	384.8	(64.5)	1,743.8
Intercompany receivable	8,529.4	13,339.0	4,104.0	(25,972.4)	—
Prepaid expenses and other	49.1	61.6	701.6	(499.0)	313.3
Total current assets	8,732.7	14,680.4	5,870.0	(26,535.9)	2,747.2
Property, plant and equipment, net	39.4	846.3	1,128.6	—	2,014.3
Investments in subsidiaries	10,795.6	9.4	—	(10,805.0)	—
Goodwill	—	5,411.3	735.5	—	6,146.8
Intangible assets, net	—	707.6	2,523.0	0.5	3,231.1
Intercompany notes receivable	3,606.0	8.5	—	(3,614.5)	—
Other assets, net	62.4	64.6	35.7	—	162.7
Total assets	$ 23,236.1	$ 21,728.1	$ 10,292.8	$ (40,954.9)	$ 14,302.1
Current liabilities:					
Notes payable to banks	$ —	$ —	$ 57.2	$ —	$ 57.2
Current maturities of long-term debt	547.1	16.4	26.5	—	590.0
Accounts payable	24.4	109.0	161.8	—	295.2
Accrued excise taxes	13.7	8.5	5.5	—	27.7
Intercompany payable	11,996.5	9,700.4	4,275.5	(25,972.4)	—
Other accrued expenses and liabilities	712.9	182.3	680.7	(520.3)	1,055.6
Total current liabilities	13,294.6	10,016.6	5,207.2	(26,492.7)	2,025.7

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Long-term debt, less current maturities	4,892.3	32.8	1,448.2	—	6,373.3
Deferred income taxes	17.2	569.4	176.0	—	762.6
Intercompany notes payable	—	3,597.7	16.8	(3,614.5)	—
Other liabilities	50.7	21.5	87.0	—	159.2
Stockholders’ equity	4,981.3	7,490.1	3,357.6	(10,847.7)	4,981.3
Total liabilities and stockholders’ equity	$ 23,236.1	$ 21,728.1	$ 10,292.8	$ (40,954.9)	$ 14,302.1

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Condensed Consolidating Statement of Comprehensive Income for the Nine Months Ended November 30, 2014					
Sales	$ 1,802.0	$ 3,927.3	$ 2,300.8	$ (2,864.4)	$ 5,165.7
Less – excise taxes	(241.9)	(204.3)	(47.7)	—	(493.9)
Net sales	1,560.1	3,723.0	2,253.1	(2,864.4)	4,671.8
Cost of product sold	(1,259.0)	(2,849.7)	(1,423.8)	2,841.7	(2,690.8)
Gross profit	301.1	873.3	829.3	(22.7)	1,981.0
Selling, general and administrative expenses	(291.2)	(410.4)	(145.1)	12.2	(834.5)
Operating income	9.9	462.9	684.2	(10.5)	1,146.5
Equity in earnings of equity method investees and subsidiaries	761.3	23.5	1.0	(764.7)	21.1
Interest income	—	—	1.0	—	1.0
Intercompany interest income	133.2	162.5	0.2	(295.9)	—
Interest expense	(224.4)	(1.0)	(33.0)	—	(258.4)
Intercompany interest expense	(162.1)	(133.0)	(0.8)	295.9	—
Loss on write-off of financing costs	—	—	(4.4)	—	(4.4)
Income before income taxes	517.9	514.9	648.2	(775.2)	905.8
Benefit from (provision for) income taxes	106.8	(192.0)	(198.9)	3.0	(281.1)
Net income	$ 624.7	$ 322.9	$ 449.3	$ (772.2)	$ 624.7
Comprehensive income	$ 530.1	$ 324.7	$ 350.9	$ (675.6)	$ 530.1

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Condensed Consolidating Statement of Comprehensive Income for the Nine Months Ended November 30, 2013					
Sales	$ 1,762.9	$ 2,815.8	$ 1,413.2	$ (2,018.9)	$ 3,973.0
Less – excise taxes	(234.2)	(110.3)	(52.0)	—	(396.5)
Net sales	1,528.7	2,705.5	1,361.2	(2,018.9)	3,576.5
Cost of product sold	(1,303.8)	(1,871.8)	(931.3)	1,973.2	(2,133.7)
Gross profit	224.9	833.7	429.9	(45.7)	1,442.8
Selling, general and administrative expenses	(315.0)	(260.8)	(112.6)	12.8	(675.6)
Impairment of goodwill and intangible assets	—	—	(300.9)	—	(300.9)
Gain on remeasurement to fair value of equity method investment	—	1,642.0	—	—	1,642.0
Operating (loss) income	(90.1)	2,214.9	16.4	(32.9)	2,108.3
Equity in earnings of equity method investees and subsidiaries	2,008.4	92.8	0.4	(2,013.3)	88.3
Interest income	0.1	—	5.8	—	5.9
Intercompany interest income	117.3	122.8	1.1	(241.2)	—
Interest expense	(206.5)	(3.5)	(30.6)	—	(240.6)
Intercompany interest expense	(130.3)	(110.4)	(0.5)	241.2	—
Income (loss) before income taxes	1,698.9	2,316.6	(7.4)	(2,046.2)	1,961.9
Benefit from (provision for) income taxes	87.0	(246.3)	(26.2)	9.5	(176.0)
Net income (loss)	$ 1,785.9	$ 2,070.3	$ (33.6)	$ (2,036.7)	$ 1,785.9
Comprehensive income (loss)	$ 1,747.8	$ 2,098.9	$ (77.4)	$ (2,021.5)	$ 1,747.8
Condensed Consolidating Statement of Comprehensive Income for the Three Months Ended November 30, 2014					
Sales	$ 662.8	$ 1,267.8	$ 695.4	$ (917.4)	$ 1,708.6
Less – excise taxes	(88.7)	(65.2)	(13.0)	—	(166.9)
Net sales	574.1	1,202.6	682.4	(917.4)	1,541.7
Cost of product sold	(462.1)	(943.3)	(410.9)	913.5	(902.8)
Gross profit	112.0	259.3	271.5	(3.9)	638.9
Selling, general and administrative expenses	(97.1)	(109.4)	(61.6)	4.8	(263.3)
Operating income	14.9	149.9	209.9	0.9	375.6
Equity in earnings of equity method investees and subsidiaries	252.3	21.7	0.4	(253.2)	21.2
Interest income	—	—	0.4	—	0.4
Intercompany interest income	44.7	58.7	—	(103.4)	—
Interest expense	(78.4)	(0.3)	(7.7)	—	(86.4)
Intercompany interest expense	(58.6)	(44.6)	(0.2)	103.4	—
Income before income taxes	174.9	185.4	202.8	(252.3)	310.8
Benefit from (provision for) income taxes	47.3	(68.9)	(66.5)	(0.5)	(88.6)
Net income	$ 222.2	$ 116.5	$ 136.3	$ (252.8)	$ 222.2
Comprehensive income	$ 108.8	$ 117.2	$ 21.5	$ (138.7)	$ 108.8

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Condensed Consolidating Statement of Comprehensive Income for the Three Months Ended November 30, 2013					
Sales	$ 641.1	$ 1,182.4	$ 591.6	$ (821.6)	$ 1,593.5
Less – excise taxes	(80.9)	(51.2)	(18.1)	—	(150.2)
Net sales	560.2	1,131.2	573.5	(821.6)	1,443.3
Cost of product sold	(478.8)	(779.1)	(391.4)	815.7	(833.6)
Gross profit	81.4	352.1	182.1	(5.9)	609.7
Selling, general and administrative expenses	(95.6)	(116.3)	(38.5)	4.5	(245.9)
Operating (loss) income	(14.2)	235.8	143.6	(1.4)	363.8
Equity in earnings of equity method investees and subsidiaries	285.6	18.7	0.2	(286.5)	18.0
Interest income	—	—	2.0	—	2.0
Intercompany interest income	46.6	44.9	0.3	(91.8)	—
Interest expense	(75.7)	(0.5)	(15.4)	—	(91.6)
Intercompany interest expense	(47.6)	(44.0)	(0.2)	91.8	—
Income before income taxes	194.7	254.9	130.5	(287.9)	292.2
Benefit from (provision for) income taxes	16.3	(93.3)	(4.5)	0.3	(81.2)
Net income	$ 211.0	$ 161.6	$ 126.0	$ (287.6)	$ 211.0
Comprehensive income	$ 240.4	$ 183.1	$ 157.0	$ (340.1)	$ 240.4

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Condensed Consolidating Statement of Cash Flows for the Nine Months Ended November 30, 2014					
Net cash (used in) provided by operating activities	$ (395.1)	$ 468.9	$ 676.3	$ —	$ 750.1
Cash flows from investing activities:					
Purchases of property, plant and equipment	(17.4)	(70.3)	(453.6)	—	(541.3)
Purchase of business, net of cash acquired	—	—	(21.4)	—	(21.4)
Net proceeds from intercompany notes	70.9	—	—	(70.9)	—
Net investments in equity affiliates	(28.8)	—	—	28.8	—
Other investing activities	—	(5.6)	8.6	—	3.0
Net cash provided by (used in) investing activities	24.7	(75.9)	(466.4)	(42.1)	(559.7)

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Cash flows from financing activities:					
Payments of dividends	—	—	(24.9)	24.9	—
Net (returns of capital to) contributions from equity affiliates	—	(24.5)	78.2	(53.7)	—
Net proceeds from (repayments of) intercompany notes	26.3	(327.9)	230.7	70.9	—
Principal payments of long-term debt	(533.0)	(14.5)	(17.8)	—	(565.3)
Payment of delayed purchase price arrangement	—	—	(543.3)	—	(543.3)
Payments of minimum tax withholdings on stock-based payment awards	—	(26.1)	(2.3)	—	(28.4)
Payments of financing costs of long-term debt	(11.2)	—	(2.1)	—	(13.3)
Proceeds from issuance of long-term debt	800.0	—	—	—	800.0
Excess tax benefits from stock-based payment awards	76.0	—	—	—	76.0
Net proceeds from notes payable	—	—	50.6	—	50.6
Proceeds from exercises of employee stock options	30.4	—	—	—	30.4
Proceeds from employee stock purchases	3.8	—	—	—	3.8
Net cash provided by (used in) financing activities	392.3	(393.0)	(230.9)	42.1	(189.5)
Effect of exchange rate changes on cash and cash investments	—	—	2.5	—	2.5
Net increase (decrease) in cash and cash investments	21.9	—	(18.5)	—	3.4
Cash and cash investments, beginning of period	0.5	0.8	62.6	—	63.9
Cash and cash investments, end of period	$ 22.4	$ 0.8	$ 44.1	$ —	$ 67.3
Condensed Consolidating Statement of Cash Flows for the Nine Months Ended November 30, 2013					
Net cash (used in) provided by operating activities	$ (266.2)	$ 910.0	$ 4.1	$ (18.8)	$ 629.1
Cash flows from investing activities:					
Purchases of property, plant and equipment	(5.7)	(45.9)	(34.3)	—	(85.9)
Purchase of business, net of cash acquired	—	(1,770.1)	(2,910.9)	—	(4,681.0)
Net proceeds from intercompany notes	859.2	—	—	(859.2)	—
Net investments in equity affiliates	(1,095.0)	(5.0)	—	1,100.0	—
Other investing activities	—	2.4	7.0	—	9.4
Net cash used in investing activities	(241.5)	(1,818.6)	(2,938.2)	240.8	(4,757.5)

(in millions)	Parent Company	Subsidiary Guarantors	Subsidiary Nonguarantors	Eliminations	Consolidated
Cash flows from financing activities:					
Payments of dividends	—	—	(18.8)	18.8	—
Net (returns of capital to) contributions from equity affiliates	—	(188.4)	1,288.4	(1,100.0)	—
Net (repayments of) proceeds from intercompany notes	(1,941.5)	1,129.9	(47.6)	859.2	—
Principal payments of long-term debt	(49.3)	(15.0)	(26.3)	—	(90.6)
Payments of minimum tax withholdings on stock-based payment awards	—	(16.4)	(1.6)	—	(18.0)
Payments of financing costs of long-term debt	(69.6)	—	(12.6)	—	(82.2)
Proceeds from issuance of long-term debt	2,225.0	—	1,500.0	—	3,725.0
Excess tax benefits from stock-based payment awards	64.7	—	—	—	64.7
Net proceeds from notes payable	—	—	170.6	—	170.6
Proceeds from exercises of employee stock options	93.1	—	—	—	93.1
Proceeds from employee stock purchases	2.5	—	—	—	2.5
Net cash provided by financing activities	324.9	910.1	2,852.1	(222.0)	3,865.1
Effect of exchange rate changes on cash and cash investments	—	—	(3.0)	—	(3.0)
Net (decrease) increase in cash and cash investments	(182.8)	1.5	(85.0)	—	(266.3)
Cash and cash investments, beginning of period	185.8	0.7	145.0	—	331.5
Cash and cash investments, end of period	$ 3.0	$ 2.2	$ 60.0	$ —	$ 65.2

17. BUSINESS SEGMENT INFORMATION:

Prior to the Beer Business Acquisition, Crown Imports was a reportable segment of the Company. In connection with the Beer Business Acquisition and the resulting consolidation of the acquired businesses from the date of acquisition, the Crown Imports segment, together with the Brewery Purchase, is now known as the Beer segment. Accordingly, the Company's internal management financial reporting consists of two business divisions: (i) Beer and (ii) Wine and Spirits, and the Company reports its operating results in three segments: (i) Beer, (ii) Wine and Spirits, and (iii) Corporate Operations and Other. In the Beer segment, the Company has an exclusive perpetual brand license to import, market and sell in the U.S. the Mexican Beer Brands. In the Wine and Spirits segment, the Company sells a large number of wine brands across all categories – table wine, sparkling wine and dessert wine – and across all price points – popular, premium, super-premium and fine wine, complemented by certain premium spirits brands. Amounts included in the Corporate Operations and Other segment consist of costs of executive management, corporate development, corporate finance, human resources, internal audit, investor relations, legal, public relations and global information technology. The amounts included in the Corporate Operations and Other segment are general costs that are applicable to the consolidated group and are therefore not allocated to the other reportable segments. All costs reported within the Corporate Operations and Other segment are not included in the chief operating decision maker's evaluation of the operating income performance of the other reportable segments. The business segments reflect how the Company's operations are managed, how operating performance within the Company is evaluated by senior management and the structure of its internal financial reporting.

In addition, management excludes items that affect comparability ("Unusual Items") from its evaluation of the results of each operating segment as these Unusual Items are not reflective of continuing operations of the segments. Segment operating performance and segment management compensation are evaluated based upon continuing segment operating income. As such, the performance measures for incentive compensation purposes for segment management do not include the impact of these items.

For the nine months and three months ended November 30, 2014, and November 30, 2013, Unusual Items included in consolidated operating income consist of:

	For the Nine Months Ended November 30,		For the Three Months Ended November 30,	
	2014	2013	2014	2013
(in millions)				
Net Sales				
Product recall	$ 3.3	$ —	$ (0.2)	$ —
Cost of Product Sold				
Amortization of favorable interim supply agreement	27.5	4.3	8.6	2.2
Net loss on undesignated commodity swap contracts	24.2	—	21.5	—
Settlements of undesignated commodity swap contracts	(0.6)	—	(1.2)	—
Product recall	8.0	—	2.6	—
Flow through of inventory step-up	—	11.0	—	—
Other costs	2.8	—	0.2	—
Total Cost of Product Sold	61.9	15.3	31.7	2.2
Selling, General and Administrative Expenses				
Transaction, integration and other acquisition-related costs	21.1	43.8	8.0	8.9
Product recall	0.5	—	0.2	—
Deferred compensation	—	7.0	—	—
Restructuring charges and other	—	(2.8)	—	0.1
Total Selling, General and Administrative Expenses	21.6	48.0	8.2	9.0
Impairment of Goodwill and Intangible Assets	—	300.9	—	—
Gain on Remeasurement to Fair Value of Equity Method Investment	—	(1,642.0)	—	—
Unusual Items	$ 86.8	$ (1,277.8)	$ 39.7	$ 11.2

The Company evaluates performance based on operating income of the respective business units. The accounting policies of the segments are the same as those described for the Company in the Summary of Significant Accounting Policies in Note 1 to the Company's consolidated financial statements included in the Company's 2014 Annual Report, and include the recently adopted accounting guidance described in Note 2 herein.

Segment information is as follows:

	For the Nine Months Ended November 30,		For the Three Months Ended November 30,	
	2014	2013	2014	2013
(in millions)				
Beer				
Net sales	$ 2,527.6	$ 2,237.8	$ 768.1	$ 661.6
Segment operating income	$ 800.6	$ 572.9	$ 242.0	$ 212.5
Long-lived tangible assets	$ 1,193.4	$ 694.4	$ 1,193.4	$ 694.4
Total assets	$ 7,860.9	$ 7,214.7	$ 7,860.9	$ 7,214.7
Capital expenditures	$ 434.9	$ 23.2	$ 206.1	$ 19.6
Depreciation and amortization	$ 31.3	$ 19.9	$ 11.4	$ 8.9

(in millions)	For the Nine Months Ended November 30, 2014	For the Nine Months Ended November 30, 2013	For the Three Months Ended November 30, 2014	For the Three Months Ended November 30, 2013
Wine and Spirits				
Net sales:				
Wine	$ 1,912.2	$ 1,938.3	$ 685.1	$ 711.9
Spirits	235.3	213.8	88.3	69.8
Net sales	$ 2,147.5	$ 2,152.1	$ 773.4	$ 781.7
Segment operating income	$ 512.4	$ 471.9	$ 199.4	$ 186.1
Equity in earnings of equity method investees	$ 21.1	$ 18.1	$ 21.2	$ 18.0
Long-lived tangible assets	$ 1,096.3	$ 1,094.6	$ 1,096.3	$ 1,094.6
Investments in equity method investees	$ 85.3	$ 81.9	$ 85.3	$ 81.9
Total assets	$ 6,780.5	$ 6,704.6	$ 6,780.5	$ 6,704.6
Capital expenditures	$ 74.1	$ 51.0	$ 22.6	$ 15.4
Depreciation and amortization	$ 75.2	$ 72.2	$ 24.3	$ 24.7
Corporate Operations and Other				
Segment operating loss	$ (79.7)	$ (71.7)	$ (26.1)	$ (23.6)
Long-lived tangible assets	$ 129.4	$ 116.4	$ 129.4	$ 116.4
Total assets	$ 339.1	$ 417.0	$ 339.1	$ 417.0
Capital expenditures	$ 32.3	$ 12.0	$ 4.4	$ 1.7
Depreciation and amortization	$ 20.6	$ 17.4	$ 7.3	$ 6.3
Unusual Items				
Net sales	$ (3.3)	$ —	$ 0.2	$ —
Operating (loss) income	$ (86.8)	$ 1,277.8	$ (39.7)	$ (11.2)
Equity in losses of equity method investees	$ —	$ (0.1)	$ —	$ —
Depreciation and amortization	$ 27.5	$ 4.3	$ 8.6	$ 2.2
Consolidation and Eliminations				
Net sales	$ —	$ (813.4)	$ —	$ —
Operating income	$ —	$ (142.6)	$ —	$ —
Equity in earnings of Crown Imports	$ —	$ 70.3	$ —	$ —
Capital expenditures	$ —	$ (0.3)	$ —	$ —
Depreciation and amortization	$ —	$ (0.5)	$ —	$ —
Consolidated				
Net sales	$ 4,671.8	$ 3,576.5	$ 1,541.7	$ 1,443.3
Operating income	$ 1,146.5	$ 2,108.3	$ 375.6	$ 363.8
Equity in earnings of equity method investees	$ 21.1	$ 88.3	$ 21.2	$ 18.0
Long-lived tangible assets	$ 2,419.1	$ 1,905.4	$ 2,419.1	$ 1,905.4
Investments in equity method investees	$ 85.3	$ 81.9	$ 85.3	$ 81.9
Total assets	$ 14,980.5	$ 14,336.3	$ 14,980.5	$ 14,336.3
Capital expenditures	$ 541.3	$ 85.9	$ 233.1	$ 36.7
Depreciation and amortization	$ 154.6	$ 113.3	$ 51.6	$ 42.1

18. ACCOUNTING GUIDANCE NOT YET ADOPTED:

Discontinued operations –

In April 2014, the FASB issued amended guidance regarding the definition and disclosure of discontinued operations. Under the amended guidance, a disposal of a component of an entity (or a group of components) is required to be reported in discontinued operations if the disposal represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results when certain criteria are met. The Company is required to adopt this guidance for its annual and interim periods beginning March 1, 2015. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

Revenue recognition –

In May 2014, the FASB issued guidance regarding the recognition of revenue from contracts with customers. Under this guidance, an entity will recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. A five step process will be utilized to recognize revenue, as follows: (i) identify the contract with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract and (v) recognize revenue when (or as) the entity satisfies a performance obligation. Additionally, this guidance requires improved disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The Company is required to adopt this guidance for its annual and interim periods beginning March 1, 2017, utilizing one of two methods: retrospective restatement for each reporting period presented at time of adoption, or retrospectively with the cumulative effect of initially applying this guidance recognized at the date of initial application. The Company is currently assessing the financial impact of this guidance on its consolidated financial statements.

Share-based employee compensation –

In June 2014, the FASB issued amended guidance on the accounting for certain share-based employee compensation awards. The amended guidance requires that share-based employee compensation awards with terms of a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award and compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved. The Company is required to adopt this guidance for its annual and interim periods beginning March 1, 2016. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Introduction

This MD&A provides additional information on our businesses, current developments, financial condition, cash flows and results of operations. It should be read in conjunction with our consolidated financial statements and notes thereto included herein (the "Financial Statements") and with our consolidated financial statements and notes included in our 2014 Annual Report. This MD&A is organized as follows:

- *Overview.* This section provides a general description of our business, which we believe is important in understanding the results of our operations, financial condition and potential future trends.
- *Strategy.* This section provides a description of our strategy on a business segment basis and a discussion of recent acquisitions.
- *Results of operations.* This section provides an analysis of our results of operations presented on a business segment basis. In addition, a brief description of transactions and other items that affect the comparability of the results is provided.
- *Financial liquidity and capital resources.* This section provides an analysis of our cash flows and our outstanding debt and commitments. Included in the analysis of outstanding debt is a discussion of the amount of financial capacity available to fund our ongoing operations and future commitments, as well as a discussion of other financing arrangements.

Overview

We are a leading international beverage alcohol company with a broad portfolio of consumer-preferred premium imported beer, wine and spirits brands complemented by other select beverage alcohol products. We are the third-largest producer and marketer of beer for the U.S. market and the world's leading premium wine company. We are the largest multi-category supplier (beer, wine and spirits) ("Multi-category Supplier") of beverage alcohol in the U.S., the leading producer and marketer of wine in Canada, and a leading producer and exporter of wine from New Zealand and Italy.

Our internal management financial reporting consists of two business divisions: (i) Beer and (ii) Wine and Spirits, and we report our operating results in three segments: (i) Beer, (ii) Wine and Spirits, and (iii) Corporate Operations and Other. In the Beer segment, we have an exclusive perpetual brand license to import, market and sell in the U.S. the Mexican Beer Brands. In the Wine and Spirits segment, we sell a large number of wine brands across all categories – table wine, sparkling wine and dessert wine – and across all price points – popular, premium, super-premium and fine wine, complemented by certain premium spirits brands. Amounts included in the Corporate Operations and Other segment consist of costs of executive management, corporate development, corporate finance, human resources, internal audit, investor relations, legal, public relations and global information technology. The amounts included in the Corporate Operations and Other segment are general costs that are applicable to the consolidated group and are therefore not allocated to the other reportable segments. All costs reported within the Corporate Operations and Other segment are not included in our chief operating decision maker's evaluation of the operating income performance of the other reportable segments. The business segments reflect how our operations are managed, how operating performance is evaluated by senior management and the structure of our internal financial reporting.

Product Recall

In August 2014, we announced the Product Recall as a precautionary step after routine inspections in our quality control laboratory detected defects in certain bottles that could cause small particles of glass to break off and fall into the bottle. The potentially affected bottles came from a glass plant run by a third party manufacturer that supplies us with bottles.

For Third Quarter 2015 and Nine Months 2015 (both as defined below), we have recorded an estimated $2.6 million and $11.8 million reduction, net of recoveries, respectively, to operating income for costs which the third-party manufacturer has not yet agreed to reimburse to us. While we expect to continue to collaborate with our third-party manufacturer and obtain reimbursement from our third-party manufacturer for some or all of the costs associated with the Product Recall, there can be no assurance there will be any potential recoveries. Any additional direct costs related to the Product Recall are not expected to be material.

Strategy

Our business strategy in the Beer segment includes the following: (i) continued focus on growing our premium Mexican beer portfolio in the U.S. through expanding distribution for key brands, as well as new product development and innovation within the existing portfolio of brands; (ii) completion of the required Brewery expansion in Mexico from 10 million hectoliters production capacity to 20 million hectoliters production capacity by December 31, 2016, with a goal to complete the expansion within three years from the date of the Beer Business Acquisition; (iii) incremental expansion of the Brewery from 20 million hectoliters production capacity to 25 million hectoliters production capacity by December 31, 2017, to meet future demand expectations; and (iv) continued focus on the sourcing of key production inputs, including agricultural and other raw materials and energy, in order to provide flexibility, enable growth and improve profitability. See “Acquisition” and “Recent Developments” below for additional discussion.

Our business strategy in the Wine and Spirits segment is centered on continued focus on consumer-preferred premium wine brands, complemented by premium spirits. In this segment, we continue to focus on growing premium product categories. We have consolidated our U.S. distribution network in markets where it was feasible, which currently represents about 70% of our branded wine and spirits volume in the U.S., in order to obtain dedicated distributor selling resources which focus on our U.S. wine and spirits portfolio to drive organic growth. Throughout the terms of these contracts, we generally expect shipments on an annual basis to these distributors (“Shipments”) to essentially equal the distributors’ shipments to retailers (“Depletions”). In addition, we dedicate a large share of our sales and marketing resources to our U.S. Focus Brands (as defined in our 2014 Annual Report) as they represent a majority of our U.S. wine and spirits revenue and profitability, and have strong positions in their respective price segments.

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

We remain committed to our long-term financial model of growing sales, expanding margins and increasing cash flow in order to achieve earnings per share growth and reduce borrowings.

Recent Developments – Beer Segment

Glass Sourcing Strategy

In December 2014, we completed the formation of an equally-owned joint venture with Owens-Illinois, the world’s largest glass container manufacturer, and the acquisition of a state-of-the-art glass production plant that is located adjacent to our Brewery in Nava, Mexico. The joint venture owns and operates the glass production plant, which will provide bottles exclusively for our Brewery. The glass plant currently has one operational glass furnace and plans are in place to expand it to four furnaces over the next four years. When fully operational with four furnaces, this facility is expected to supply more than 50% of our glass requirements for the Beer segment. The results of operations of the joint venture will be consolidated by us and reported in the Beer segment. In addition, we also purchased a high-density warehouse, land and rail infrastructure at the same site. The purchase price of the acquired assets was approximately $300 million.

Incremental Brewery Expansion

In October 2014, we announced an incremental 5 million hectoliter expansion of our Brewery that will increase production capacity to 25 million hectoliters when completed. We currently expect this incremental expansion to be completed by the end of calendar year 2017.

In connection with these developments, we expect to spend from $725 million to $775 million, in total, for capital expenditures for the year ended February 28, 2015. This range includes from $600 million to $650 million for the Beer segment associated primarily with the Brewery expansions (from 10 million to 25 million hectoliters production capacity). In total, from fiscal 2014 through fiscal 2018, we expect to spend from $2.0 billion to $2.3 billion for capital expenditures associated with the Brewery and glass plant expansions.

Acquisition

Beer Business Acquisition

In June 2013, we completed the Beer Business Acquisition for an aggregate purchase price of $5,226.4 million. The Beer Business Acquisition resulted in the acquisition of:

- the remaining 50% equity interest in Crown Imports;
- all of the equity interests of a company which owns and operates the Brewery and of a company which provides personnel and services for the operation and maintenance of the Brewery; and
- an irrevocable, fully-paid license to produce in Mexico (or worldwide under certain circumstances) and exclusively import, market and sell Modelo's Mexican beer portfolio sold in the U.S. and Guam as of the date of the acquisition, and certain extensions.

In connection with the Beer Business Acquisition, we are required to build out and expand the Brewery from 10 million hectoliters to a nominal capacity of at least 20 million hectoliters of packaged beer annually by December 31, 2016. In addition, an interim supply agreement and a transition services agreement were entered into in association with the Beer Business Acquisition. The interim supply agreement obligates the supplier to provide us with a supply of product not produced by the Brewery and the transition services agreement provides for certain specified services and production materials, both for a specified period of time. The associated agreements provide, among other things, that the United States will have approval rights, in its sole discretion, for amendments or modifications to the associated agreements and the United States will have a right of approval, in its sole discretion, of any extension of the term of the interim supply agreement beyond three years. The Beer Business Acquisition has positioned us as the third-largest producer and marketer of beer for the U.S. market and the largest Multi-category Supplier of beverage alcohol in the U.S.

The results of operations of the Beer Business Acquisition are reported in the Beer segment and are included in our consolidated results of operations from the date of acquisition. It is a significant acquisition that has had and will continue to have a material impact on our future results of operations, financial position and cash flows.

For more information on this acquisition see Note 3 of the Financial Statements.

Results of Operations

Financial Highlights

For the three months ended November 30, 2014 (“Third Quarter 2015”), and November 30, 2013 (“Third Quarter 2014”):

- Our Beer segment continued to drive improvement within our results of operations.
- Our net sales increased 7% primarily due to strong consumer demand within the Mexican beer portfolio.
- Operating income increased 3% primarily due to the strong consumer demand within the Mexican beer portfolio, partially offset by an increase in Unusual Items.
- Net income and diluted earnings per share increased 5% and 3%, respectively, primarily due to the items discussed above combined with higher equity in earnings and lower interest expense, net.

For the nine months ended November 30, 2014 (“Nine Months 2015”), and November 30, 2013 (“Nine Months 2014”):

- Our Beer Business Acquisition continued to drive significant improvements within our results of operations, financial position and cash flows, including the continued realization of operating efficiencies and the strengthening of relationships with wholesalers and distributors.
- Our net sales increased 31% primarily due to the Beer Business Acquisition and strong consumer demand within the Mexican beer portfolio.
- Operating income decreased significantly primarily due to the unfavorable overlap of the prior year nontaxable gain on the remeasurement to fair value of our preexisting 50% equity interest in Crown Imports, partially offset by the favorable overlap of the prior year impairment of nondeductible goodwill and intangible assets and the benefit from the Beer Business Acquisition.
- Net income and diluted earnings per share also decreased significantly primarily due to the items discussed above combined with lower equity in earnings (Crown Imports).

References to organic throughout the following discussion exclude the impact on a consolidated basis of beer acquired in the Beer Business Acquisition. Prior to the Beer Business Acquisition, the results of operations of the Beer segment were eliminated in consolidation as our preexisting 50% equity interest in Crown Imports was accounted for under the equity method of accounting.

Unusual Items

Management excludes items that affect comparability from its evaluation of the results of each operating segment as these Unusual Items are not reflective of continuing operations of the segments. Segment operating performance and segment management compensation are evaluated based upon continuing segment operating income. As such, the performance measures for incentive compensation purposes for segment management do not include the impact of these items.

As more fully described herein and in the related notes to the Financial Statements, the Unusual Items that impacted comparability in our results for each period are as follows:

(in millions)	Third Quarter 2015	Third Quarter 2014	Nine Months 2015	Nine Months 2014
Net Sales				
Product recall	$ (0.2)	$ —	$ 3.3	$ —
Cost of Product Sold				
Net loss on undesignated commodity swap contracts	21.5	—	24.2	—
Settlements of undesignated commodity swap contracts	(1.2)	—	(0.6)	—
Amortization of favorable interim supply agreement	8.6	2.2	27.5	4.3
Product recall	2.6	—	8.0	—
Flow through of inventory step-up	—	—	—	11.0
Other costs	0.2	—	2.8	—
Total Cost of Product Sold	31.7	2.2	61.9	15.3
Selling, General and Administrative Expenses				
Transaction, integration and other acquisition-related costs	8.0	8.9	21.1	43.8
Product recall	0.2	—	0.5	—
Deferred compensation	—	—	—	7.0
Restructuring charges and other	—	0.1	—	(2.8)
Total Selling, General and Administrative Expenses	8.2	9.0	21.6	48.0
Impairment of Goodwill and Intangible Assets	—	—	—	300.9
Gain on Remeasurement to Fair Value of Equity Method Investment	—	—	—	(1,642.0)
Equity in Losses of Equity Method Investees	—	—	—	0.1
Loss on Write-Off of Financing Costs	—	—	4.4	—
Unusual Items	$ 39.7	$ 11.2	$ 91.2	$ (1,277.7)

Net Sales

Product Recall

Product recall costs represent costs, net of recoveries, primarily associated with wholesale distributor payments in connection with the collection and handling of recalled product associated with the Product Recall.

Cost of Product Sold

Undesignated Commodity Swap Contracts

Net loss on undesignated commodity swap contracts represents a net loss from the mark to fair value of undesignated commodity swap contracts, primarily driven by our diesel fuel swap contracts. This net loss is reported outside of segment operating results until such time that the underlying exposure is realized in the segment operating results. Upon settlement, the net loss from the mark to fair value of the undesignated commodity swap contracts is reported in the appropriate operating segment, allowing our operating segments to realize the economic effects of the commodity swap contracts without the resulting unrealized mark to fair value volatility.

Favorable Interim Supply Agreement

In connection with the Beer Business Acquisition, a temporary supply agreement was negotiated under a favorable pricing arrangement for the required volume of beer needed to fulfill expected U.S. demand in excess of the Brewery's capacity. Amortization of favorable interim supply agreement reflects amounts associated with non-Brewery product purchased from the date of acquisition which has been sold to our U.S. customers during the respective period.

Product Recall

Product recall costs represent costs, net of recoveries, primarily associated with freight costs associated with the potentially affected product of the Product Recall.

Inventory Step-Up

In connection with acquisitions, the allocation of purchase price in excess of book value for certain inventory on hand at the date of acquisition is referred to as inventory step-up. Inventory step-up represents an assumed manufacturing profit attributable to the acquired company prior to acquisition. Flow through of inventory step-up was primarily associated with the Beer Business Acquisition.

Other Costs

Other costs represent a loss on certain assets in connection with an earthquake in Napa, California.

Selling, General and Administrative Expenses

Transaction, Integration and Other Acquisition-Related Costs

Transaction, integration and other acquisition-related costs were primarily associated with the Beer Business Acquisition.

Deferred Compensation

Deferred compensation relates to a prior period correction of previously unrecognized deferred compensation costs that were associated with certain employment agreements.

Restructuring Charges and Other

Restructuring charges and other consist primarily of restructuring and related charges and credits associated with previously announced restructuring plans.

Impairment of Goodwill and Intangible Assets

Impairment losses consist of impairments of goodwill and certain trademarks related to our Wine and Spirits' Canadian reporting unit.

Gain on Remeasurement to Fair Value of Equity Method Investment

Prior to the Beer Business Acquisition, we accounted for our investment in Crown Imports under the equity method of accounting. In applying the acquisition method of accounting, our preexisting 50% equity interest was remeasured to its estimated fair value resulting in the recognition of a gain in connection with the Beer Business Acquisition.

Loss on Write-off of Financing Costs

We recorded a loss on write-off of financing costs in connection with the Amendment to the May 2014 Credit Agreement.

Third Quarter 2015 Compared to Third Quarter 2014

Net Sales

The following table sets forth net sales for each of our reportable segments for Third Quarter 2015 and Third Quarter 2014.

(in millions)	Third Quarter 2015	Third Quarter 2014	% Increase (Decrease)
Beer	$ 768.1	$ 661.6	16%
Wine and Spirits:			
Wine	685.1	711.9	(4%)
Spirits	88.3	69.8	27%
Total Wine and Spirits	773.4	781.7	(1%)
Total Reportable Segments	1,541.5	1,443.3	7%
Unusual Items	0.2	—	NM
Consolidated Net Sales	$ 1,541.7	$ 1,443.3	7%

NM = Not Meaningful

Net sales increased to $1,541.7 million for Third Quarter 2015 from $1,443.3 million for Third Quarter 2014, an increase of $98.4 million, or 7%. This increase resulted primarily from an increase in Beer’s net sales of $106.5 million driven predominantly by volume growth within our Mexican beer portfolio.

Beer

(in millions, branded product, 24-pack, 12-ounce case equivalents)	Third Quarter 2015	Third Quarter 2014	% Increase
Net Sales	$ 768.1	$ 661.6	16.1%
Shipment Volume	48.2	42.2	14.2%
Depletion Volume [1]			8.1%

[1] Depletions are based on third party data.

The increase in net sales for Beer resulted primarily from volume growth within our Mexican beer portfolio which benefited from continued consumer demand combined with a favorable impact from pricing in select markets. The increase in net sales included a benefit from a shift in net sales from the second quarter of fiscal 2015 to Third Quarter 2015 of approximately $37 million, or approximately 2 million case shipments, in connection with the Product Recall. In addition, net sales for Third Quarter 2015 were favorably impacted by a return of wholesaler inventories in the U.S. to more historic levels.

Wine and Spirits	Third Quarter 2015	Third Quarter 2014	% (Decrease) Increase
(in millions, branded product, 9-liter case equivalents)			
Net Sales	$ 773.4	$ 781.7	(1.1%)
Shipment Volume			
Total	18.0	17.7	1.7%
U.S. Domestic	13.7	13.7	—%
U.S. Domestic Focus Brands	9.8	9.6	2.1%
Depletion Volume (1)			
U.S. Domestic			—%
U.S. Domestic Focus Brands			—%

The decrease in net sales for Wine and Spirits resulted primarily from (i) an unfavorable year-over-year foreign currency translation impact of $9.3 million, (ii) lower branded wine volume, (iii) higher branded wine promotional spend and (iv) lower bulk wine net sales; partially offset by branded spirits volume growth.

Gross Profit

Gross profit increased to $638.9 million for Third Quarter 2015 from $609.7 million for Third Quarter 2014, an increase of $29.2 million, or 5%. This increase is primarily due to an increase in Beer's gross profit of $46.9 million and Wine and Spirits' gross profit of $12.5 million, partially offset by an increase in Unusual Items of $29.3 million.

The increase in Beer's gross profit is primarily due to the volume growth and the favorable impact from pricing in select markets, partially offset by increased logistics costs.

The increase in Wine and Spirits' gross profit is primarily due to a favorable overlap of higher U.S. branded wine product costs for Third Quarter 2014 and the branded spirits volume growth, partially offset by the higher branded wine promotional spend.

Gross profit as a percent of net sales decreased to 41.4% for Third Quarter 2015 compared to 42.2% for Third Quarter 2014 primarily due to the increase in Unusual Items and beer logistics costs, partially offset by (i) the favorable overlap of higher U.S. branded wine product costs, (ii) the lower bulk wine net sales and (iii) the favorable impact from beer pricing in select markets.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased to $263.3 million for Third Quarter 2015 from $245.9 million for Third Quarter 2014, an increase of $17.4 million, or 7%. This increase is primarily due to an increase in Beer of $17.4 million.

The increase in Beer's selling, general and administrative expenses is primarily due to an increase in general and administrative expenses of $14.4 million. This increase is largely due to (i) foreign currency transaction losses for Third Quarter 2015 combined with an overlap of foreign currency transaction gains for Third Quarter 2014 and (ii) higher compensation and benefit costs associated primarily with increased headcount.

Selling, general and administrative expenses as a percent of net sales increased to 17.1% for Third Quarter 2015 as compared to 17.0% for Third Quarter 2014 primarily due to the items discussed above.

Operating Income

The following table sets forth operating income (loss) for each of our reportable segments for Third Quarter 2015 and Third Quarter 2014.

(in millions)	Third Quarter 2015	Third Quarter 2014	% Increase (Decrease)
Beer	$ 242.0	$ 212.5	14%
Wine and Spirits	199.4	186.1	7%
Corporate Operations and Other	(26.1)	(23.6)	(11%)
Total Reportable Segments	415.3	375.0	11%
Unusual Items	(39.7)	(11.2)	NM
Consolidated Operating Income	$ 375.6	$ 363.8	3%

As a result of the factors discussed above, consolidated operating income increased to $375.6 million for Third Quarter 2015 from $363.8 million for Third Quarter 2014, an increase of $11.8 million, or 3%.

Equity in Earnings of Equity Method Investees

Equity in earnings of equity method investees increased to $21.2 million for Third Quarter 2015 from $18.0 million for Third Quarter 2014, an increase of $3.2 million, or 18%. This increase is primarily due to increased earnings of the Wine and Spirits' Opus One equity method investment.

Interest Expense, Net

Interest expense, net, decreased to $86.0 million for Third Quarter 2015 from $89.6 million for Third Quarter 2014, a decrease of $3.6 million, or (4%). This decrease was primarily due to lower average interest rates.

Provision for Income Taxes

Our effective tax rate for Third Quarter 2015 and Third Quarter 2014 was 28.5% and 27.8%, respectively. Our effective tax rate for Third Quarter 2015 and Third Quarter 2014 both benefited primarily from the integration of the Beer Business Acquisition and the recognition of additional tax credits.

Net Income

As a result of the above factors, net income increased to $222.2 million for Third Quarter 2015 from $211.0 million for Third Quarter 2014, an increase of $11.2 million, or 5%.

Nine Months 2015 Compared to Nine Months 2014

Net Sales

The following table sets forth net sales for each of our reportable segments for Nine Months 2015 and Nine Months 2014.

(in millions)	Nine Months 2015	Nine Months 2014	% Increase (Decrease)
Beer	$ 2,527.6	$ 2,237.8	13%
Wine and Spirits:			
Wine	1,912.2	1,938.3	(1%)
Spirits	235.3	213.8	10%
Total Wine and Spirits	2,147.5	2,152.1	—%
Total Reportable Segments	4,675.1	4,389.9	6%
Unusual Items	(3.3)	—	NM
Consolidation and Eliminations	—	(813.4)	100%
Consolidated Net Sales	$ 4,671.8	$ 3,576.5	31%

Net sales increased to $4,671.8 million for Nine Months 2015 from $3,576.5 million for Nine Months 2014, an increase of $1,095.3 million, or 31%. This increase resulted primarily from $941.1 million of net sales of products acquired in the Beer Business Acquisition.

Beer

(in millions, branded product, 24-pack, 12-ounce case equivalents)	Nine Months 2015	Nine Months 2014	% Increase
Net Sales	$ 2,527.6	$ 2,237.8	13.0%
Shipment Volume	159.7	144.7	10.4%
Depletion Volume [(1)]			8.0%

(1) Depletions are based on third party data.

The increase in net sales for Beer resulted primarily from volume growth within our Mexican beer portfolio which benefited from continued consumer demand and increased advertising spend, combined with a favorable impact from pricing in select markets. In addition, net sales for Nine Months 2015 were favorably impacted by a return of wholesaler inventories in the U.S. to more historic levels.

Wine and Spirits	Nine Months 2015	Nine Months 2014	% (Decrease) Increase
(in millions, branded product, 9-liter case equivalents)			
Net Sales	$ 2,147.5	$ 2,152.1	(0.2%)
Shipment Volume			
Total	49.9	50.0	(0.2%)
U.S. Domestic	37.7	38.1	(1.0%)
U.S. Domestic Focus Brands	26.5	26.7	(0.7%)
Depletion Volume [1]			
U.S. Domestic			0.2%
U.S. Domestic Focus Brands			0.5%

The decrease in net sales for Wine and Spirits is primarily due to (i) an unfavorable year-over-year foreign currency translation impact of $20.6 million, (ii) lower branded wine volume (predominantly in the U.S. due largely to a planned reduction in inventory levels by one of our exclusive distributors) and (iii) lower non-branded and bulk wine net sales; partially offset by (i) the recognition of contractually required payments from the U.S. distributor equal to the approximate profit lost on the reduced sales associated with the inventory reduction, (ii) branded spirits volume growth and (iii) favorable product mix shift predominantly within the U.S. branded wine and spirits portfolio.

Gross Profit

Gross profit increased to $1,981.0 million for Nine Months 2015 from $1,442.8 million for Nine Months 2014, an increase of $538.2 million, or 37%. This increase is primarily due to (i) gross profit from the Beer Business Acquisition of $443.5 million, (ii) organic beer growth of $107.1 million (driven primarily by organic volume growth and incremental gross profit from the Brewery Purchase) and (iii) an increase in Wine and Spirits' gross profit of $38.4 million; partially offset by an increase in Unusual Items of $49.9 million.

The Beer segment's gross profit increased $309.1 million, or 36%, primarily due to incremental gross profit from the Brewery Purchase, the volume growth and the favorable impact from pricing in select markets.

The increase in Wine and Spirits' gross profit is primarily due to the favorable product mix shift for the branded wine and spirits portfolio and a favorable overlap of higher U.S. branded wine product costs for Third Quarter 2014.

Gross profit as a percent of net sales increased to 42.4% for Nine Months 2015 compared to 40.3% for Nine Months 2014 primarily due to the items discussed above.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased to $834.5 million for Nine Months 2015 from $675.6 million for Nine Months 2014, an increase of $158.9 million, or 24%. This increase is primarily due to (i) $134.2 million of selling, general and administrative expenses from the Beer Business Acquisition, (ii) an increase in organic beer selling, general and administrative expenses of $46.1 million and (iii) an increase in Corporate Operations and Other of $7.1 million, partially offset by a decrease in Unusual Items of $26.4 million.

The Beer segment's selling, general and administrative expenses increased $81.4 million, or 29%, primarily due to increases in general and administrative expenses of $47.6 million and advertising expenses of $33.7 million. The increase in general and administrative expenses is primarily attributable to (i) higher compensation and benefit costs, (ii) current year foreign currency transaction losses combined with an overlap of prior year foreign currency transaction gains and (iii) higher allocated information technology expense for Beer (which was offset by a decrease in allocated information technology expense for Wine and Spirits). The increase in compensation and benefit costs is associated largely with increased headcount and higher annual management incentive expense. The reallocation of information technology expense resulted from the Beer Business Acquisition and the associated consolidation of Beer's results of operations. Information technology expense is allocated to each of our segments to reflect utilization of central support services and costs associated with our information technology systems. The increase in advertising expenses is due largely to planned investment behind our Mexican beer portfolio.

The increase in Corporate Operations and Other's selling, general and administrative expenses is due to an increase in general and administrative expenses of $7.1 million primarily attributable to the growth of our business.

Selling, general and administrative expenses as a percent of net sales decreased to 17.9% for Nine Months 2015 as compared to 18.9% for Nine Months 2014 primarily due to the Beer Business Acquisition and the associated lower fixed overhead and the decrease in Unusual Items, partially offset by the increase in Beer selling, general and administrative expenses.

Operating Income

The following table sets forth operating income (loss) for each of our reportable segments for Nine Months 2015 and Nine Months 2014.

(in millions)	Nine Months 2015	Nine Months 2014	% Increase (Decrease)
Beer	$ 800.6	$ 572.9	40%
Wine and Spirits	512.4	471.9	9%
Corporate Operations and Other	(79.7)	(71.7)	11%
Total Reportable Segments	1,233.3	973.1	27%
Unusual Items	(86.8)	1,277.8	(107%)
Consolidation and Eliminations	—	(142.6)	100%
Consolidated Operating Income	$ 1,146.5	$ 2,108.3	(46%)

As a result of the factors discussed above, consolidated operating income decreased to $1,146.5 million for Nine Months 2015 from $2,108.3 million for Nine Months 2014, a decrease of $961.8 million, or (46%).

Equity in Earnings of Equity Method Investees

Equity in earnings of equity method investees decreased to $21.1 million for Nine Months 2015 from $88.3 million for Nine Months 2014, a decrease of $67.2 million, or (76%). This decrease is primarily due to lower equity in earnings of Crown Imports as a result of the Beer Business Acquisition and the consolidation of Crown Imports' results of operations from the date of acquisition.

Interest Expense, Net

Interest expense, net, increased to $257.4 million for Nine Months 2015 from $234.7 million for Nine Months 2014, an increase of $22.7 million, or 10%. The increase was driven largely by higher average borrowings, partially offset by a lower weighted average interest rate on outstanding borrowings, both primarily due to the issuance of the May 2013 Senior Notes and borrowings under our senior credit facility in connection with the financing for the Beer Business Acquisition.

Provision for Income Taxes

Our effective tax rate for Nine Months 2015 and Nine Months 2014 was 31.0% and 9.0%, respectively. Our effective tax rate for Nine Months 2015 benefited primarily from the integration of the Beer Business Acquisition and the recognition of additional tax credits. Our effective tax rate for Nine Months 2014 was favorably impacted by the Beer Business Acquisition, primarily attributable to the recognition of the nontaxable gain on the remeasurement to fair value of our preexisting 50% equity interest in Crown Imports of $1,642.0 million, partially offset by the write-off of nondeductible goodwill of $278.7 million.

Net Income

As a result of the above factors, net income decreased to $624.7 million for Nine Months 2015 from $1,785.9 million for Nine Months 2014, a decrease of $1,161.2 million, or (65%).

Financial Liquidity and Capital Resources

General

Our principal use of cash in our operating activities is for purchasing and carrying inventories and carrying seasonal accounts receivable. Our primary source of liquidity has historically been cash flow from operations, except during annual grape harvests when we have relied on short-term borrowings. However, we expect our reliance on short-term borrowings to fund our annual grape harvests to be reduced given the historical cash flow from operations from the Beer segment. Historically, we have used cash flow from operating activities to repay our short-term borrowings and fund capital expenditures. We will continue to use our short-term borrowings, including our accounts receivable securitization facilities (see additional discussion below under "Accounts Receivable Securitization Facilities"), to support our working capital requirements.

We have maintained adequate liquidity to meet working capital requirements, fund capital expenditures and repay scheduled principal and interest payments on debt. Absent deterioration of market conditions, we believe that cash flows from operating activities and financing activities, primarily short-term borrowings, will provide adequate resources to satisfy our working capital, scheduled principal and interest payments on debt, and anticipated capital expenditure requirements for both our short-term and long-term capital needs, including our glass sourcing and incremental Brewery expansion as previously discussed in the Recent Developments section above.

As of December 31, 2014, we had a borrowing capacity of $605.9 million available under our 2014 Credit Agreement. The member financial institutions participating in our 2014 Credit Agreement have complied with prior funding requests and we believe the member financial institutions will comply with ongoing funding requests. However, there can be no assurances that any particular financial institution will continue to do so in the future. In addition, we have borrowing capacity available under our accounts receivable securitization facilities.

Cash Flows

Cash and cash investments increased $3.4 million and decreased $266.3 million for Nine Months 2015 and Nine Months 2014, respectively. Components of these changes are discussed in more detail below.

Operating Activities

(in millions)	Nine Months 2015	Nine Months 2014
Net income	$ 624.7	$ 1,785.9
Net noncash	276.6	(1,224.0)
Change in operating assets and liabilities, net of effects from purchase of business	(159.3)	47.8
Other, net	8.1	19.4
Net cash provided by operating activities	$ 750.1	$ 629.1

Nine Months 2015

The net noncash items consisted primarily of depreciation expense, deferred tax provision, stock-based compensation expense and amortization of intangible assets. The net cash used in the net change in our operating assets and liabilities resulted primarily from increases in inventories, accounts receivable, net, and prepaid expenses and other current assets of $205.6 million, $80.8 million and $68.4 million, respectively; partially offset by increases in accounts payable of $132.6 million and other accrued expenses and liabilities of $65.4 million. The increase in inventories is primarily due to higher wine inventory levels in connection with the seasonality of the calendar 2014 U.S. grape harvest and higher beer inventory levels to support Beer's growth. The increase in accounts receivable, net, is primarily due to seasonality as January and February are typically our lowest selling months. The increase in prepaid expenses and other current assets is largely due to an increase in prepaid value-added taxes due largely to timing. The increase in accounts payable is primarily due to the seasonality of the calendar 2014 U.S. grape harvest. The increase in other accrued expenses and liabilities is largely due to an increase in income taxes payable, partially offset by a decrease in accrued interest. The increase in income taxes payable is primarily due to higher taxable income driven by the Beer Business Acquisition, partially offset by the realization of current tax benefits on employee equity award exercise and vesting activity. The decrease in accrued interest is largely due to the timing of payments.

Nine Months 2014

The net noncash items consisted primarily of the gain on remeasurement to fair value of our preexisting 50% equity interest in Crown Imports, partially offset by the impairment of goodwill and intangible assets and depreciation expense. The net cash provided by the net change in our operating assets and liabilities resulted primarily from increases in accounts payable of $128.8 million and other accrued expenses and liabilities of $30.9 million, partially offset by an increase in inventories of $112.2 million. The increase in accounts payable is driven primarily by the seasonality of the calendar 2013 U.S. grape harvest. The increase in other accrued expenses and liabilities is largely due to increases in income taxes payable and accrued promotions and advertising, partially offset by a decrease in accrued interest. The increase in income taxes payable is primarily due to higher taxable income driven by the Beer Business Acquisition. The increase in accrued promotions and advertising is driven primarily by the increased U.S. promotional expense. The decrease in accrued interest is primarily due to the timing of payments. The increase in inventories is primarily due to the seasonality of the calendar 2013 U.S. grape harvest, partially offset by lower beer inventory levels due largely to timing as early June inventory levels from the Beer Business Acquisition were at higher levels (as compared to the end of November) to support the strong summer selling season for beer.

Investing Activities

(in millions)	Nine Months 2015	Nine Months 2014
Purchases of property, plant and equipment	$ (541.3)	$ (85.9)
Purchase of business, net of cash acquired	(21.4)	(4,681.0)
Other	3.0	9.4
Net cash used in investing activities	$ (559.7)	$ (4,757.5)

Purchases of property, plant and equipment increased significantly in Nine Months 2015 primarily due to the Brewery expansion associated with the Beer Business Acquisition. Purchase of business, net of cash acquired, for Nine Months 2014 consists of net cash paid for the Beer Business Acquisition.

Financing Activities

(in millions)	Nine Months 2015	Nine Months 2014
Principal payments of long-term debt	$ (565.3)	$ (90.6)
Payment of delayed purchase price arrangement	(543.3)	—
Payments of financing costs of long-term debt	(13.3)	(82.2)
Proceeds from issuance of long-term debt	800.0	3,725.0
Excess tax benefits from stock-based payment awards	76.0	64.7
Net proceeds from notes payable	50.6	170.6
Proceeds from exercises of employee stock options	30.4	93.1
Other	(24.6)	(15.5)
Net cash (used in) provided by financing activities	$ (189.5)	$ 3,865.1

For Nine Months 2015, principal payments of long-term debt primarily represent the repayment of the December 2007 Senior Notes.

For Nine Months 2015, payment of delayed purchase price arrangement represents the additional purchase price for the finalization of the Final EBITDA Amount.

For Nine Months 2015, proceeds from issuance of long-term debt consist of proceeds from the issuance of the November 2014 Senior Notes. These proceeds were used to redeem our December 2007 Senior Notes and for general corporate purposes. For Nine Months 2014, proceeds from issuance of long-term debt consist of proceeds of $2,175.0 million and $1,550.0 million from term loan borrowings under the 2013 Credit Agreement and the issuance of the May 2013 Senior Notes, respectively. These proceeds were used to fund a portion of the Beer Business Acquisition.

Share Repurchase Program

Our Board of Directors authorized the repurchase of up to $1.0 billion of our Class A Common Stock and Class B Convertible Common Stock in April 2012 (the “2013 Authorization”). As of November 30, 2014, we have $703.3 million remaining under the 2013 Authorization for future stock repurchases. There have been no repurchases for Nine Months 2015.

Debt

Total debt outstanding as of November 30, 2014, amounted to $7,318.8 million, an increase of $298.3 million from February 28, 2014. This increase was due largely to the issuance of the $800.0 million November 2014 Senior Notes primarily to fund the redemption of our $500.0 million December 2007 Senior Notes. The following outlines components of our debt and credit arrangements. For further information, refer to Note 10 of the Financial Statements.

Senior Credit Facility

In connection with the Beer Business Acquisition, in May 2013, we, together with our wholly-owned subsidiary, CIH, and certain lenders, entered into a 2013 Restatement Agreement that amended and restated our then existing senior credit facility. The 2013 Restatement Agreement was entered into to arrange a portion of the debt to finance the Beer Business Acquisition.

In May 2014, the respective parties entered into a 2014 Restatement Agreement that amended and restated the 2013 Credit Agreement. The principal change to the 2013 Credit Agreement effected by the May 2014 Credit Agreement was the conversion of a pre-existing $850.0 million revolving credit facility into two tranches, a $425.0 million U.S. Revolving Credit Facility and a $425.0 million European Revolving Credit Facility. We are the borrower under the U.S. Revolving Credit Facility and we and/or CIH are the borrowers under the European Revolving Credit Facility.

In August 2014, the respective parties entered into an Amendment that amended the May 2014 Credit Agreement. The Amendment was entered into primarily to reduce the interest rate applicable to our then existing European Term B loan facility under the May 2014 Credit Agreement by removing the provisions imposing certain minimums, or floors, used in the calculation of the interest rate on the European Term B loan facility. The May 2014 Credit Agreement as amended is our 2014 Credit Agreement.

The 2014 Credit Agreement provides for aggregate credit facilities of $3,712.3 million, consisting of the following:

	Amount	Maturity
(in millions)		
U.S. Term A Facility [1]	$ 496.3	June 7, 2018
U.S. Term A-1 Facility [1]	245.0	June 7, 2019
U.S. Term A-2 Facility [1]	649.7	June 7, 2018
European Term A Facility [1]	481.3	June 7, 2018
European Term B-1 Facility [1]	990.0	June 7, 2020
Revolving Credit Facility [2]	850.0	June 7, 2018
	$ 3,712.3	

(1) Contractual interest rate varies based on our debt ratio and is a function of LIBOR plus a margin, or the base rate plus a margin.

(2) Includes two sub-facilities for letters of credit of up to $200.0 million in the aggregate.

As of November 30, 2014, and December 31, 2014, information with respect to the Revolving Credit Facility under the 2014 Credit Agreement is as follows:

	Outstanding Borrowings	Interest Rate	Outstanding Letters of Credit	Remaining Availability
(in millions)				
November 30, 2014	$ —	—%	$ 14.1	$ 835.9
December 31, 2014	$ 230.0	1.9%	$ 14.1	$ 605.9

In April 2012, we transitioned our interest rate swap agreement to a one-month LIBOR base rate versus the then existing three-month LIBOR base rate by entering into a new interest rate swap agreement which was designated as a cash flow hedge for $500.0 million of our floating LIBOR rate debt. In addition, the then existing interest rate swap agreement was dedesignated as a hedge. We also entered into an additional interest rate swap agreement for $500.0 million that was not designated as a hedge to offset the prospective impact of the newly undesignated interest rate swap agreement. As a result of these hedges, we have fixed our interest rates on $500.0 million of our floating LIBOR rate debt at an average rate of 2.8% (exclusive of borrowing margins) through September 1, 2016. The unrealized losses in AOCI related to the dedesignated interest rate swap agreement are being reclassified from AOCI ratably into earnings in the same period in which the original hedged item is recorded in income. For both Nine Months 2015 and Nine Months 2014, we reclassified net losses of $6.2 million, net of income tax effect, from AOCI to interest expense, net. For Third Quarter 2015 and Third Quarter 2014, we reclassified net losses of $2.0 million and $2.1 million, net of income tax effect, respectively, from AOCI to interest expense, net.

Senior Notes

The following table presents information with respect to our Senior Notes outstanding as of November 30, 2014, and February 28, 2014:

	Date of				Outstanding Balance (2)	
(in millions)	Issuance	Maturity	Interest Payments	Principal	November 30, 2014	February 28, 2014
7.25% Senior Notes (1)	August 2006	September 2016	Mar/Sep	$ 700.0	$ 698.4	$ 697.8
7.25% Senior Notes (1)	May 2007	May 2017	May/Nov	$ 700.0	$ 700.0	$ 700.0
8.375% Senior Notes (1)	December 2007	December 2014	Jun/Dec	$ 500.0	$ —	$ 499.5
6% Senior Notes (1)	April 2012	May 2022	May/Nov	$ 600.0	$ 600.0	$ 600.0
3.75% Senior Notes (1)	May 2013	May 2021	May/Nov	$ 500.0	$ 500.0	$ 500.0
4.25% Senior Notes (1)	May 2013	May 2023	May/Nov	$ 1,050.0	$ 1,050.0	$ 1,050.0
3.875% Senior Notes (1)	November 2014	November 2019	May/Nov	$ 400.0	$ 400.0	$ —
4.75% Senior Notes (1)	November 2014	November 2024	May/Nov	$ 400.0	$ 400.0	$ —

(1) Redeemable, in whole or in part, at our option at any time at a redemption price equal to 100% of the outstanding principal amount plus a make whole payment based on the present value of the future payments at the adjusted Treasury Rate plus 50 basis points.

(2) Amounts are net of unamortized discounts, where applicable.

Accounts Receivable Securitization Facilities

In October 2013, we entered into the CBI Facility, an amended and restated 364-day revolving trade accounts receivable securitization facility. Under the CBI Facility, trade accounts receivable generated by us and certain of our subsidiaries are sold by us to our wholly-owned bankruptcy remote single purpose subsidiary, the CBI SPV, which is consolidated by us for financial reporting purposes. On September 29, 2014, the Company and the CBI SPV amended the CBI Facility resulting in the extension of the CBI Facility for an additional 364-day term. The remaining provisions of the Amended CBI Facility are substantially identical in all material respects to the CBI Facility. The Amended CBI Facility provides borrowing capacity of $190.0 million up to $290.0 million to account for the seasonality of our business, subject to further limitations based upon various pre-agreed formulas.

Also, in October 2013, Crown Imports entered into the Crown Facility, a 364-day revolving trade accounts receivable securitization facility. Under the Crown Facility, trade accounts receivable generated by Crown Imports are sold to its wholly-owned bankruptcy remote single purpose subsidiary, the Crown SPV, which is consolidated by us for financial reporting purposes. On September 29, 2014, Crown Imports and the Crown SPV amended the Crown Facility resulting in the extension of the Crown Facility for an additional 364-day term. The remaining provisions of the Amended Crown Facility are substantially identical in all material respects to the Crown Facility. The Amended Crown Facility provides borrowing capacity of $100.0 million up to $160.0 million to account for the seasonality of Crown Imports' business.

As of November 30, 2014, information with respect to our accounts receivable securitization facilities is as follows:

(in millions)	Aggregate Outstanding Borrowings	Weighted Average Interest Rate	Remaining Availability
Amended CBI Facility	$ —	—%	$ 275.0
Amended Crown Facility	$ —	—%	$ 110.0

Accounting Guidance Not Yet Adopted

We are currently assessing the financial impact to our consolidated financial statements of accounting guidance not yet adopted. For further information on accounting guidance not yet adopted, refer to Note 18 of the Financial Statements.

Information Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those set forth in, or implied by, such forward-looking statements. All statements other than statements of historical fact included in this Quarterly Report on Form 10-Q, including without limitation (I) the statements under Part I – Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" regarding (i) our business strategy, future financial position, prospects, plans and objectives of management, (ii) information concerning expected or potential actions of third parties, (iii) the expected impact upon results of operations resulting from the consolidation of our U.S. distributor network, (iv) timing and source of funds for operating activities, and (v) the duration of the share repurchase implementation, and (II) the statements regarding the expansions of our Brewery, glass sourcing strategy, glass plant integration and expansion, and integration of a glass joint venture, including anticipated costs and timeframes for completion are forward-looking statements. When used in this Quarterly Report on Form 10-Q, the words "anticipate," "intend," "expect," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. All forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. In addition to the risks and uncertainties of ordinary business operations and conditions in the general economy and markets in which we compete, our forward-looking statements contained in this Quarterly Report on Form 10-Q are also subject to the risk and uncertainty that (i) the actual demand for our products will vary from current expectations due to, among other reasons, actual shipments to distributors and actual consumer demand, (ii) the amount and timing of any share repurchases may vary due to market conditions, our cash and debt position, the impact of the Beer Business Acquisition, Brewery expansions, glass sourcing strategy, glass plant expansion, glass joint venture and other factors as determined by management from time to time, and (iii) the timeframe and actual costs associated with the expansions of our Brewery, glass sourcing strategy, glass plant integration and expansion, and integration of a glass joint venture may vary from management's current expectations due to market conditions, our cash and debt position, receipt of all required regulatory approvals by the expected dates and on the expected terms, and other factors as determined by management. For additional information about risks and uncertainties that could adversely affect our forward-looking statements, please refer to Item 1A "Risk Factors" of our 2014 Annual Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

As a result of our global operating, acquisition and financing activities, we are exposed to market risk associated with changes in foreign currency exchange rates, commodity prices and interest rates. To manage the volatility relating to these risks, we periodically purchase and/or sell derivative instruments including foreign currency forward and option contracts, commodity swap agreements and interest rate swap agreements. We use derivative instruments to reduce earnings and cash flow volatility resulting from shifts in market rates, as well as to hedge economic exposures. We do not use derivative instruments for trading or speculative purposes.

Foreign Currency and Commodity Price Risk

Foreign currency derivative instruments are or may be used to hedge existing foreign currency denominated assets and liabilities, forecasted foreign currency denominated sales/purchases to/from third parties as well as intercompany sales/purchases, intercompany principal and interest payments, and in connection with acquisitions or joint venture investments outside the U.S. As of November 30, 2014, we had exposures to foreign currency risk primarily related to the Mexican peso, euro, New Zealand dollar and Canadian dollar. Approximately 79% of our balance sheet exposures and forecasted transactional exposures for the remainder of fiscal 2015 were hedged as of November 30, 2014.

Commodity derivative instruments are or may be used to hedge forecasted commodity purchases from third parties as either economic hedges or accounting hedges. As of November 30, 2014, exposures to commodity price risk which we are currently hedging primarily include diesel fuel, corn, aluminum and natural gas prices. Approximately 79% of our forecasted transactional exposures for the remainder of fiscal 2015 were hedged as of November 30, 2014.

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

	Absolute Notional Value		Fair Value, Net Asset (Liability)		Increase (Decrease) in Fair Value	
	November 30, 2014	November 30, 2013	November 30, 2014	November 30, 2013	November 30, 2014	November 30, 2013
(in millions)						
Foreign currency contracts	$ 2,000.4	$ 1,202.5	$ (5.0)	$ 1.4	$ 94.2	$ (12.9)
Commodity swap contracts	$ 205.0	$ 36.7	$ (22.4)	$ 0.9	$ 18.2	$ (3.4)

Interest Rate Risk

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

As of November 30, 2014, and November 30, 2013, we had an outstanding cash flow designated interest rate swap agreement which fixed LIBOR interest rates (to minimize interest rate volatility) on $500.0 million of our floating LIBOR rate debt at an average rate of 2.8% (exclusive of borrowing margins) through September 1, 2016. In addition, we had offsetting undesignated interest rate swap agreements.

We have performed a sensitivity analysis to estimate our exposure to market risk of interest rates reflecting the impact of a hypothetical 1% increase in the prevailing interest rates. The volatility of the applicable rates is dependent on many factors which cannot be forecasted with reliable accuracy. The absolute notional value, estimated fair value and sensitivity analysis for our outstanding fixed and variable interest rate debt, including current maturities, and open interest rate derivative instruments are summarized as follows:

	Absolute Notional Value		Fair Value, Net Asset (Liability)		Increase (Decrease) in Fair Value	
	November 30, 2014	November 30, 2013	November 30, 2014	November 30, 2013	November 30, 2014	November 30, 2013
(in millions)						
Fixed interest rate debt	$ 4,403.9	$ 4,102.4	$ (4,636.7)	$ (4,321.9)	$ (218.6)	$ (197.2)
Variable interest rate debt	$ 2,916.5	$ 3,035.2	$ (2,702.4)	$ (2,844.2)	$ (95.4)	$ (118.1)
Interest rate swap contracts	$ 1,500.0	$ 1,500.0	$ (23.1)	$ (34.7)	$ (7.8)	$ (13.1)

For additional discussion on our market risk, see Notes 5 and 6 of the Financial Statements.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

Our Chief Executive Officer and our Chief Financial Officer have concluded, based on their evaluation as of the end of the period covered by this report, that the Company’s “disclosure controls and procedures” (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) are effective to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 (i) is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms, and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Internal Control Over Financial Reporting

In connection with the foregoing evaluation by our Chief Executive Officer and our Chief Financial Officer, no changes were identified in the Company’s “internal control over financial reporting” (as defined in the Securities Exchange Act of 1934 Rules 13a-15(f) and 15d-15(f)) that occurred during our fiscal quarter ended November 30, 2014, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. We continue the process of implementing our internal control over financial reporting structure over the Brewery Business we acquired in connection with the Beer Business Acquisition and expect that this effort will be completed in fiscal 2015.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings.

As previously reported, an action had been filed by private parties against the Company, Anheuser-Busch InBev SA/NV ("ABI"), and Modelo alleging certain antitrust claims and seeking to enjoin the proposed transaction between ABI and Modelo. On June 4, 2013, the United States District Court for the Northern District of California denied plaintiffs' Motion for a Temporary Restraining Order and the transaction between ABI and Modelo was consummated June 7, 2013. Plaintiffs' Second Amended and Supplemental Complaint was filed June 25, 2013, and dismissed by the Court on September 13, 2013, and the district judge denied plaintiffs' other procedural motions. Plaintiffs filed their Motion for Relief from Judgment Pursuant to Fed. R. Civ. P. 59(e) or 60(b), or in the alternative, Rule 60(d) on November 11, 2013 and the Motion was denied by the Court on January 24, 2014. Plaintiffs filed a Notice of Appeal on February 21, 2014. Plaintiffs, now Appellants, filed their opening brief on August 29, 2014, and the Company and ABI/Modelo filed their answering briefs on October 29, 2014. Appellants' reply brief is due January 21, 2015. Management believes that this action is baseless and without merit and the Company intends to continue to defend itself vigorously against this claim.

Item 4. Mine Safety Disclosures.

Not Applicable.

Item 6. Exhibits.

Exhibits required to be filed by Item 601 of Regulation S-K.

For the exhibits that are filed herewith or incorporated herein by reference, see the Index to Exhibits located on page 59 of this report. The Index to Exhibits is 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, thereunto duly authorized.

		CONSTELLATION BRANDS, INC.	
Date:	January 8, 2015	By:	/s/ Christopher Stenzel
			Christopher Stenzel, Senior Vice President, Treasurer and Controller
Date:	January 8, 2015	By:	/s/ Robert Ryder
			Robert Ryder, Executive Vice President and Chief Financial Officer (principal financial officer and principal accounting officer)

INDEX TO EXHIBITS

Exhibit No.	
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). +
3.1	Restated Certificate of Incorporation of the Company (filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2009 and incorporated herein by reference). #
3.2	Certificate of Amendment to the Certificate of Incorporation of the Company (filed as Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2009 and incorporated herein by reference). #
3.3	Amended and Restated By-Laws of the Company (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K dated December 6, 2007, filed December 12, 2007 and incorporated herein by reference). #
4.1	Indenture, dated as of August 15, 2006, by and among the Company, as Issuer, certain subsidiaries, as Guarantors and BNY Midwest Trust Company, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated August 15, 2006, filed August 18, 2006 and incorporated herein by reference). #
4.2	Supplemental Indenture No. 1, with respect to 7.25% Senior Notes due 2016, dated as of August 15, 2006, among the Company, as Issuer, certain subsidiaries, as Guarantors, and BNY Midwest Trust Company, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, dated August 15, 2006, filed August 18, 2006 and incorporated herein by reference). #
4.3	Supplemental Indenture No. 2, dated as of November 30, 2006, by and among the Company, Vincor International Partnership, Vincor International II, LLC, Vincor Holdings, Inc., R.H. Phillips, Inc., The Hogue Cellars, Ltd., Vincor Finance, LLC, and BNY Midwest Trust Company, as Trustee (filed as Exhibit 4.28 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2006 and incorporated herein by reference). #
4.4	Supplemental Indenture No. 3, dated as of May 4, 2007, by and among the Company, Barton SMO Holdings LLC, ALCOFI INC., and Spirits Marque One LLC, and BNY Midwest Trust Company, as Trustee (filed as Exhibit 4.32 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2007 and incorporated herein by reference). #
4.5	Supplemental Indenture No. 4, with respect to 8 3/8% Senior Notes due 2014 (no longer outstanding), dated as of December 5, 2007, by and among the Company, as Issuer, certain subsidiaries, as Guarantors, and The Bank of New York Trust Company, N.A., (as successor to BNY Midwest Trust Company), as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated December 5, 2007, filed December 11, 2007 and incorporated herein by reference). #
4.6	Supplemental Indenture No. 5, dated as of January 22, 2008, by and among the Company, BWE, Inc., Atlas Peak Vineyards, Inc., Buena Vista Winery, Inc., Clos du Bois Wines, Inc., Gary Farrell Wines, Inc., Peak Wines International, Inc., and Planet 10 Spirits, LLC, and The Bank of New York Trust Company, N.A. (successor trustee to BNY Midwest Trust Company), as Trustee (filed as Exhibit 4.37 to the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2008 and incorporated herein by reference). #

4.7	Supplemental Indenture No. 6, dated as of February 27, 2009, by and among the Company, Constellation Services LLC, and The Bank of New York Mellon Trust Company National Association (successor trustee to BNY Midwest Trust Company), as Trustee (filed as Exhibit 4.31 to the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2009 and incorporated herein by reference). #
4.8	Supplemental Indenture No. 7, dated as of June 7, 2013, among the Company, Constellation Brands Beach Holdings, Inc., Crown Imports LLC, and The Bank of New York Mellon Trust Company, National Association, as trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, dated June 7, 2013, filed June 11, 2013 and incorporated herein by reference).
4.9	Supplemental Indenture No. 8, dated as of May 28, 2014, among the Company, Constellation Marketing Services, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee (filed as Exhibit 4.9 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2014 and incorporated herein by reference).
4.10	Indenture, with respect to 7.25% Senior Notes due May 2017, dated May 14, 2007, by and among the Company, as Issuer, certain subsidiaries, as Guarantors, and The Bank of New York Trust Company, N.A., as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated May 9, 2007, filed May 14, 2007 and incorporated herein by reference). #
4.11	Supplemental Indenture No. 1, dated as of January 22, 2008, by and among the Company, BWE, Inc., Atlas Peak Vineyards, Inc., Buena Vista Winery, Inc., Clos du Bois Wines, Inc., Gary Farrell Wines, Inc., Peak Wines International, Inc., and Planet 10 Spirits, LLC, and The Bank of New York Trust Company, N.A. (successor trustee to BNY Midwest Trust Company), as Trustee (filed as Exhibit 4.39 to the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2008 and incorporated herein by reference). #
4.12	Supplemental Indenture No. 2, dated as of February 27, 2009, by and among the Company, Constellation Services LLC, and The Bank of New York Mellon Trust Company National Association (successor trustee to BNY Midwest Trust Company), as Trustee (filed as Exhibit 4.34 to the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2009 and incorporated herein by reference). #
4.13	Supplemental Indenture No. 3, dated as of June 7, 2013, among the Company, Constellation Brands Beach Holdings, Inc., Crown Imports LLC, and The Bank of New York Mellon Trust Company, National Association, as trustee (filed as Exhibit 4.3 to the Company's Current Report on Form 8-K, dated June 7, 2013, filed June 11, 2013 and incorporated herein by reference).
4.14	Supplemental Indenture No. 4, dated as of May 28, 2014, among the Company, Constellation Marketing Services, Inc., and The Bank of New York Mellon Trust Company, National Association, as trustee (filed as Exhibit 4.14 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2014 and incorporated herein by reference).
4.15	Indenture, dated as of April 17, 2012, by and among the Company, as Issuer, certain subsidiaries, as Guarantors and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated April 17, 2012, filed April 23, 2012 and incorporated herein by reference).
4.16	Supplemental Indenture No. 1, with respect to 6.0% Senior Notes due May 2022, dated as of April 17, 2012, among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.1.1 to the Company's Current Report on Form 8-K, dated April 17, 2012, filed April 23, 2012 and incorporated herein by reference).
4.17	Supplemental Indenture No. 3, with respect to 3.75% Senior Notes due May 2021, dated as of May 14, 2013, among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated May 14, 2013, filed May 16, 2013 and incorporated herein by reference).
4.18	Supplemental Indenture No. 4, with respect to 4.25% Senior Notes due May 2023, dated as of May 14, 2013, among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, dated May 14, 2013, filed May 16, 2013 and incorporated herein by reference).
4.19	Supplemental Indenture No. 5, dated as of June 7, 2013, among the Company, Constellation Brands Beach Holdings, Inc., Crown Imports LLC, and Manufacturers and Traders Trust Company, as trustee (filed as Exhibit 4.4 to the Company's Current Report on Form 8-K, dated June 7, 2013, filed June 11, 2013 and incorporated herein by reference).
4.20	Supplemental Indenture No. 6, dated as of May 28, 2014, among the Company, Constellation Marketing Services, Inc., and Manufacturers and Traders Trust Company, as trustee (filed as Exhibit 4.21 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2014 and incorporated herein by reference).
4.21	Supplemental Indenture No. 7, with respect to 3.875% Senior Notes due 2019, dated as of November 3, 2014, among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated November 3, 2014, filed November 7, 2014 and incorporated herein by reference).

4.22	Supplemental Indenture No. 8, with respect to 4.750% Senior Notes due 2024, dated as of November 3, 2014, among among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, dated November 3, 2014, filed November 7, 2014 and incorporated herein by reference).
4.23	Restatement Agreement dated as of May 28, 2014, among the Company, CIH International S.à r.l., Bank of America, N.A., as administrative agent, and the lenders party thereto, including Third Amended and Restated Credit Agreement dated as of May 28, 2014, among the Company, CIH International S.à r.l., Bank of America, N.A., as administrative agent, and the Lenders party thereto (filed as Exhibit 4.23 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2014 and incorporated herein by reference).
4.24	Amendment No. 1 dated as of August 20, 2014, to the Third Amended and Restated Credit Agreement dated as of May 28, 2014, among the Company, CIH International S.à r.l., CI Cerveza S.à r.l., the Guarantors, Bank of America, N.A., as administrative agent, and the Lenders party to the Amendment (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated August 20, 2014, filed August 25, 2014, and incorporated herein by reference).
4.25	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 as Exhibit 4.1 to the Company's Current Report on Form 8-K, dated June 7, 2013, filed June 11, 2013 and incorporated herein by reference).
10.1	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 party to the Credit Agreement (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, dated June 7, 2013, filed June 11, 2013 and incorporated herein by reference).
10.2	First Amendment, dated as of October 30, 2014, between CIH International S.à r.l., as successor by assignment to Crown Imports LLC, and Grupo Modelo, S.A.B. de C.V., to the Interim Supply Agreement, dated as of June 7, 2013, between Grupo Modelo, S.A.B. de C.V. and Crown Imports LLC (filed herewith). ++
10.3	First Amendment, dated as of December 16, 2014, to the Transition Services Agreement, dated as of June 7, 2013, between Anheuser-Busch InBev SA/NV and Constellation Brands, Inc. (filed herewith). ++
12.1	Statements re computation of ratios (filed herewith).
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 (filed herewith).
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (filed herewith).
99.1	Stipulation and Order dated April 19, 2013, among Constellation Brands, Inc., Anheuser-Busch Inbev SA/NV, Grupo Modelo, S.A.B. de C.V., and the Antitrust Division of the United States Department of Justice (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K dated April 19, 2013, filed April 19, 2013 and incorporated herein by reference).
99.2	Final Judgment filed with the United States District Court for the District of Columbia on October 24, 2013, together with Exhibits B and C (filed as Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2013 and incorporated therein by reference).
101.1	The following materials from the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2014, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of November 30, 2014 and February 28, 2014, (ii) Consolidated Statements of Comprehensive Income for the nine months and three months ended November 30, 2014 and 2013, (iii) Consolidated Statements of Cash Flows for the nine months ended November 30, 2014 and 2013, and (iv) Notes to Consolidated Financial Statements.

Company's Commission File No. 001-08495.

\+ 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.

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

Exhibit 10.2
EXECUTION VERSION
CONFIDENTIAL

FIRST AMENDMENT TO INTERIM SUPPLY AGREEMENT

This FIRST AMENDMENT TO INTERIM SUPPLY AGREEMENT, dated as of October 30, 2014 (this "Amendment"), is entered into by and between 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, Share capital: 25,050, and registered with the Luxembourg Register of Commerce and Companies under number B 176.850, as successor by assignment to Crown Imports, LLC., a Delaware limited liability company (such successor, "Crown"), and Grupo Modelo, S.A.B. de C.V. ("Supplier" and together with Crown, each a "Party" and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, Crown and Supplier are parties to that certain Interim Supply Agreement, dated the 7th day of June, 2013 (the "Original Execution Date") (as may be amended, modified or supplemented from time to time in accordance with its terms, the "Agreement");

WHEREAS, pursuant to the terms and conditions of that certain Partnership Interests and Asset Purchase Agreement, dated as of October 30, 2014 (as may be amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), entered into by and between Anheuser-Busch InBev SA/NV, a public company organized under the laws of Belgium ("ABI"), and Constellation Brands, Inc., a Delaware corporation ("CBI"), ABI has agreed, among other things, (a) to cause (i) Nueva Fabrica Nacional de Vidrio, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable* organized under the laws of Mexico, and (ii) Supplier, to sell all the issued and outstanding partnership interests of Industria Vidriera de Coahuila, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable*, organized under the laws of Mexico, to CBI, and (b) to cause Difa Arrendadora, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable* organized under the laws of Mexico, to sell certain assets to CBI or one or more of its Affiliates, including the Glass Plant (as such term is defined in the Purchase Agreement), in each case as more fully described in the Purchase Agreement and upon the terms and conditions set forth therein; and

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

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree that the Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings given to them in the Agreement, unless context otherwise requires.

2. Amendments to the Agreement.

(a) Effective as of the date hereof, Annex A of this Amendment shall be attached to the Agreement as a new Exhibit C.

(b) Effective as of the date hereof, Section 2.2 of the Agreement shall be amended by entirely deleting such section and replacing it with the following:

2.2 Subject to Section 5.1, all orders for Product under this Agreement shall be made by Crown specifying the type of Product ordered and the quantities thereof and, 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.

(c) Effective as of the date hereof, Section 2.4 of the Agreement shall be amended by entirely deleting such section and replacing it with the following:

2.4 Subject to Section 5.1, Supplier will supply Product to Crown FOB the Designated Brewery (whether rail or other transportation as requested by Crown). Subject to Force Majeure, Section 5.1, 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, but (a) in no event more thirty (30) days after the end of the calendar month in which such order is to be filled under Section 5.1 and (b) 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.

(d) Effective as of the date hereof, Section 2.5 of the Agreement shall be deleted in its entirety and replaced with the following:

2.5 Intentionally Omitted.

(e) Effective as of the date hereof, Section 5.1 of the Agreement shall be amended by entirely deleting such section and replacing it with the following:

5.1

(a) <u>2015 Calendar Year</u>.

(i) Forecasting Procedures:

A. Attached hereto as Exhibit C is the 2015 calendar year forecast for Product by SKU, Container and secondary packaging and by calendar month within the calendar year (the portion corresponding to the [****] of the 2015 calendar year, the "<u>Preliminary [****] Forecast</u>" and the portion corresponding to the [****] of the 2015 calendar year, the "<u>Alternative [****] Forecast</u>") (<u>it</u> <u>being</u> <u>understood</u> that, except as otherwise specifically provided herein (including Section 5.1(a)(ii)(B) and (C) (as applicable), the Alternative [****] Forecast and the SKU designations set forth on the Preliminary [****] Forecast and [****] Forecast are being provided for convenience purposes only).

[****] 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.

B. The Preliminary [****] Forecast may be revised by Crown on two separate future dates: (I) [****] (the "Revised [****] Forecast"); and (II) [****] (the "Final [****] Forecast"), in each case by delivering to Supplier a written update to the Preliminary [****] Forecast or Revised [****] Forecast on or before the applicable dates set forth in the foregoing clauses (I) and (II), as the case may be.

C. Any Revised [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Preliminary [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month.

D. Any Final [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Revised [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month, provided that in the event Crown fails to properly deliver a Revised [****] Forecast in accordance with the terms and conditions set forth herein, the foregoing adjustments shall be made to the Preliminary [****] Forecast. The Final [****] Forecast may not be adjusted further.

E. On or before [****], Crown shall deliver to Supplier the forecast for Product by SKU, Container and secondary packaging and by calendar month for the [****] of the 2015 calendar year, and must reasonably present Crown's [****] demand for the 2015 calendar year (such forecast, the "Preliminary [****] Forecast"), provided that in the event Crown fails to properly deliver a Preliminary [****] Forecast in accordance with the terms and conditions set forth herein, the Alternative [****] Forecast, shall be automatically deemed the Preliminary [****] Forecast.

F. The Preliminary [****] Forecast may be revised by Crown on two separate future dates: (I) [****] (the "Revised [****] Forecast"); and (II) [****] (the "Final [****] Forecast"), in each case by delivering to Supplier a written update to the Preliminary [****] Forecast or Revised [****] Forecast on or before the applicable dates set forth in the foregoing clauses (I) and (II), as the case may be.

G. Any Revised [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Preliminary [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month.

H. Any Final [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Revised [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month, provided that in the event Crown fails to properly deliver a Revised [****] Forecast in accordance with the terms and conditions set forth herein, the foregoing adjustments shall be made to the Preliminary [****] Forecast. The Final [****] Forecast may not be adjusted further.

(ii) Month-to-Month Orders:

A. Beginning in [****] of the [****] calendar year and ending in [****] of the [****] calendar year, on the [****] of each month during such period of time, Crown

[****] 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.

shall deliver to Supplier in electronic form customarily provided by Crown to Supplier, monthly orders for Product by SKU for the second month following the month in which such monthly order is delivered (by way of example, with respect to an order delivered on [****], [****] would be the [****] month following the month in which such monthly is delivered).

B. With respect to Product to be supplied by Supplier during the [****] of the 2015 calendar year, Crown shall be obligated to purchase not less than [****] percent ([****]%) of the Container and secondary packaging allocations for each month set forth in the Final [****] Forecast [****], and Supplier shall be obligated to sell to Crown the monthly ordered amount provided Supplier shall not be obligated to sell to Crown more than [****] percent ([****]%) of the Container and secondary packaging allocations for each month set forth in the Final [****] Forecast [****]; provided, however, that notwithstanding anything to the contrary herein, with respect to any SKU contemplated by the Price Sheet and set forth on the Preliminary [****] Forecast, but not previously supplied to Crown by Supplier pursuant to this Agreement, Supplier shall have no obligations to supply any such SKU unless Supplier receives a written notice from Crown requesting production of such SKU [****] ([****]) days prior to the date Supplier would otherwise be required to supply such SKU.

C. With respect to Product to be supplied by Supplier during the [****] of the 2015 calendar year, Crown shall be obligated to purchase not less than [****] percent ([****]%) of the SKU, Container and secondary packaging allocations for each month set forth in the Final [****] Forecast [****], and Supplier shall be obligated to sell to Crown the monthly ordered amount provided Supplier shall not be obligated to sell to Crown more than [****] percent ([****]%) of the SKU, Container and secondary packaging allocations for each month set forth in the Final [****] Forecast [****]; provided, however, that notwithstanding anything to the contrary herein, with respect to any SKU contemplated by the Price Sheet and set forth on the Preliminary [****] Forecast, but not previously supplied to Crown by Supplier pursuant to this Agreement, Supplier shall have no obligations to supply any such SKU unless Supplier receives a written notice from Crown requesting production of such SKU [****] ([****]) days prior to the date Supplier would otherwise be required to supply such SKU.

D. In the event any monthly order for Product delivered by Crown reasonably requests an increase or decrease of the amounts set forth in the Final [****] Forecast or the Final [****] Forecast, in each case by more than [****] percent ([****]%), Supplier shall determine whether to accept such request on a reasonable and case-by-case basis (and, with regard to orders for [****], Supplier shall use its commercially reasonable efforts to do so); provided, however, in the event Supplier accepts such request: (I) any amounts supplied in excess of the [****] percent ([****]%) increase with respect to a monthly order shall be disregarded in connection with determining Crown's ability to increase its following month's order; (II) Crown will pay all of Supplier's costs with respect to obtaining the excess Product, including any documented out-of-pocket-costs incurred by Supplier; and (III) Supplier shall use its commercially reasonable efforts to satisfy any such accepted request, but makes no guarantees or assurances as to its ability to satisfy any such request).

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(b) 2016 Calendar Year.

(i) Forecasting Procedures:

A. On [****], Crown shall deliver to Supplier the forecast for Product by SKU, Container and secondary packaging and by calendar month for calendar year 2016 (the portion corresponding to the [****] of the 2016 calendar year, the "Preliminary [****] Forecast" and the portion corresponding to the [****] of the 2016 calendar year, the "Alternative [****] Forecast", in each case as may be adjusted pursuant to the procedures set forth below (it being understood that, except as otherwise specifically provided herein (including Section 5.1(a)(ii)(B) and (C) (as applicable and as applied *mutatis mutandis* pursuant to Section 5.1(d)), the Alternative [****] Forecast is being provided for convenience purposes only).

B. The Preliminary [****] Forecast and the Alternative [****] Forecast shall reasonably present Crown's full year demand on a month-by-month and SKU-by-SKU, Container-by-Container and secondary packaging-by secondary packaging basis.

C. Supplier shall use commercially reasonable efforts to evaluate and provide reasonable feedback and any revisions to the Preliminary [****] Forecast and the Alternative [****] Forecast within [****] days after receipt thereof from Crown. During such period Crown will provide Supplier with access to any information and personnel reasonably requested by Supplier so that Supplier can verify any amount or calculation set forth in the Preliminary [****] Forecast and the Alternative [****] Forecast.

D. To the extent Crown and Supplier are unable to finalize the Preliminary [****] Forecast and the Alternative [****] Forecast, a designee of each party shall seek, in good faith, to resolve any disagreement and agree on a final Preliminary [****] Forecast and the Alternative [****] Forecast.

E. The Preliminary [****] Forecast may be revised by Crown on two separate future dates: (I) [****] (the "Revised [****] Forecast"); and (II) [****] (the "Final [****] Forecast"), in each case by delivering to Supplier a written update to the Preliminary [****] Forecast or Revised [****] Forecast on or before the applicable dates set forth in the foregoing clauses (I) and (II), as the case may be.

F. Any Revised [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Preliminary [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month.

G. Any Final [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Revised [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month, provided that in the event Crown fails to properly deliver a Revised [****] Forecast in accordance with the terms and conditions set forth herein, the foregoing adjustments shall be made to the Preliminary [****] Forecast. The Final [****] Forecast may not be adjusted further.

H. On or before [****], Crown shall deliver to Supplier the forecast for Product by SKU, Container and secondary packaging and by calendar month for the [****] of the 2016 calendar year, but subject to and in accordance with the Forecasting Guidelines and must reasonably present Crown's [****] demand for the 2016 calendar year (such forecast, the "Preliminary [****] Forecast"), provided that in the event Crown fails to properly deliver an Revised [****] Forecast in accordance with the terms and conditions set forth herein, the Alternative [****] Forecast, shall be automatically deemed the Preliminary [****] Forecast.

I. The Preliminary [****] Forecast may be revised by Crown on two separate future dates: (I) [****] (the "Revised [****] Forecast"); and (II) [****] (the "Final [****] Forecast"), in each case by delivering to Supplier a written update to the Preliminary [****] Forecast or Revised [****] Forecast on or before the applicable dates set forth in the foregoing clauses (I) and (II), as the case may be.

J. Any Revised [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Preliminary [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month..

K. Any Final [****] Forecast may provide for an increase or a decrease of the amounts of Product set forth in the Revised [****] Forecast, in each case by no more than [****] percent ([****]%) per Container and secondary packaging per month, provided that in the event Crown fails to properly deliver a Revised [****] Forecast in accordance with the terms and conditions set forth herein, the foregoing adjustments shall be made to the Preliminary [****] Forecast. The Final [****] Forecast may not be adjusted further.

L. Notwithstanding anything herein to the contrary, the portions of the Preliminary [****] and the Preliminary [****] (as may be adjusted pursuant to the procedures set forth above) corresponding to the period following June 7, 2016 through December 31, 2016 and Supplier's obligation to supply any Product during such period shall only be effective in the event the Agreement is extended in accordance with Section 8.1.

(ii) Month-to-Month Orders: Procedures for monthly orders for Product and the obligations of Crown to purchase Product and Supplier to supply Product described in Section 5.1(a)(ii) shall apply, *mutatis mutandis* to this Section 5.1(b)(ii).

(c) Bottle Supply Post-June 7, 2016. Notwithstanding anything herein to the contrary, in the event this Agreement is extended in accordance with Section 8.1, from and after June 7, 2016, Crown shall be responsible for delivering all bottles necessary to meet any binding order under this Agreement at cost to Supplier on reasonable terms to be agreed upon by Crown and Supplier in good faith (it being understood that Crown and Supplier will also jointly develop and agree to a process for the ordering of such bottles); provided, however, that (x) if a bottle type had been purchased under the 2013 TSA (as such term is defined in the Purchase Agreement), the price per bottle charged to Supplier for each bottle of such type shall be the price that would be charged under the [****] for Difa bottles under the 2013 TSA including [****], (y) if a bottle type had not been purchased under the 2013 TSA, the price per

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bottle charged to Supplier for each bottle of such type shall be at cost including [****], and (z) Supplier and Crown shall be granted customary audit rights with respect to such charges.

(d) Post-2016. Procedures for forecasting and monthly orders for Product and the obligations of Crown to purchase Product and Supplier to supply Product described in Section 5.1(b) shall apply, *mutatis mutandis* to this Section 5.1(c) for the calendar years 2017 and 2018, if applicable.

(e) Notwithstanding anything herein to the contrary, in the event Crown submits an order that includes a combination of [****] and [****] Supplier, after consultation with Crown, may modify such order in its reasonable discretion (taking into account Supplier's inventory demands, third-party customer demand, availability of raw materials, production capacity, supply chain efficiencies, cost and the objective of maximizing the supply of [****] to Crown).

(f) For the avoidance of doubt, notwithstanding anything to the contrary herein, under no circumstances shall Supplier or any of its Affiliates be required to make capital expenditures to meet Crown's demand under this Agreement and the provisions of this Section 5.1 shall be subject to Section 2.1 at all times.

3. Coordination and Cooperation. Without limiting the generality of the foregoing, Crown and Supplier hereby acknowledge and agree to use their respective reasonable best efforts to cooperate and coordinate with respect to managing and resolving day-to-day operational issues relating to the forecasting procedures and ordering and supply of the Product described in the Agreement (as amended hereby).

4. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement except as expressly stated herein. Except as expressly amended hereby, the provisions of the Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms and for the avoidance of doubt, (a) all references in the Agreement to "the date hereof", "herein" or "the date of this Agreement" shall refer to the Original Execution Date and (b) any representations and warranties set forth in the Agreement made by Supplier or Crown shall not change as a result of the execution of this Amendment and shall be made as of the Original Execution Date, in each of the foregoing clauses (a) and (b) unless expressly indicated otherwise in this Amendment.

5. Termination of Amendment. Other than in the case the Purchase Agreement is terminated prior to the consummation of the transactions described therein due to a material breach of the Purchase Agreement by CBI, if the Purchase Agreement is terminated prior to consummation of the transaction described therein, then the effects of this Amendment shall terminate and the Parties shall revert to conduct in accordance with the Agreement as if this Amendment had not been executed from the date of such termination through termination of the Agreement.

6. General Provisions. Article IX and Sections 1.2, 10.1, 10.2, 10.3, 10.4, 10.6 and 10.8 of the Agreement shall apply, *mutatis mutandis*, to this Amendment.

[*Signature Page Follows*]

[****] 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.

IN WITNESS WHEREOF, the Parties have executed or caused this Amendment to be duly executed as of the date first written above.

CIH INTERNATIONAL S.À R.L., as successor by assignment to Crown Imports, LLC

By: /s/ M. Schneider
Name: M. Schneider
Title: Manager

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

By: /s/ Ricardo Lincoln Meyer Mattos
Name: Ricardo Lincoln Meyer Mattos
Title: Attorney in Fact

By: /s/ Andres Gutiérrez Fernandéz
Name: Andres Gutiérrez Fernandéz
Title: Attorney in Fact

[*Signature Page to First Amendment to Interim Supply Agreement*]

<u>ANNEX A</u>

<u>EXHIBIT C</u>

ABI ISA CY15

Glass/Can	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
Clear	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
Premium	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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Amber	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
Blue Glass	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
Can	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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			[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
		[****]			[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]

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ABI SKU level CY15

Brand	ITEM	SKU	Description	Type	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]
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<u>Exhibit 10.3</u>
EXECUTION VERSION
CONFIDENTIAL

<u>FIRST AMENDMENT TO TRANSITION SERVICES AGREEMENT</u>

This FIRST AMENDMENT TO TRANSITION SERVICES AGREEMENT, dated as of December 16, 2014 (this "<u>Amendment</u>"), is entered into by and between Anheuser-Busch InBev SA/NV, a public company organized under the laws of Belgium ("<u>Seller</u>"), and Constellation Brands, Inc., a Delaware corporation (the "<u>Purchaser</u>" and, together with Seller, each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Transition Services Agreement, dated as of June 7, 2013 (the "<u>Original Execution Date</u>") (as may be amended, modified or supplemented from time to time in accordance with its terms, the "<u>Agreement</u>");

WHEREAS, pursuant to the terms and conditions of that certain Partnership Interests and Asset Purchase Agreement, dated as of October 30, 2014 (as may be amended, modified or supplemented from time to time in accordance with its terms, the "<u>Purchase Agreement</u>"), entered into by and between Seller and Purchaser, Seller has agreed, among other things, (a) to cause (i) Nueva Fabrica Nacional de Vidrio, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable* organized under the laws of Mexico, and (ii) Grupo Modelo, S.A.B. de C.V., *a Sociedad Anónima Bursátil de Capital Variable* organized under the laws of Mexico, to sell all the issued and outstanding partnership interests of Industria Vidriera de Coahuila, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable*, organized under the laws of Mexico, to Purchaser, and (b) to cause Difa Arrendadora, S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable* organized under the laws of Mexico, to sell certain assets to Purchaser or one or more of its Affiliates, including the Glass Plant (as such term is defined in the Purchase Agreement), in each case as more fully described in the Purchase Agreement and upon the terms and conditions set forth therein; and

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

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree that the Agreement is hereby amended as follows:

1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the same meanings given to them in the Agreement, unless context otherwise requires.

2. <u>Amendments to the Agreement</u>.

(a) Effective as of [****], the "Volume Requirement", "Forecast Notifications", and second instance of "Volume Requirement" rows of the table with respect to Bottles set forth in Schedule 3.02(a)(i) of the Agreement shall be amended by entirely deleting such rows and replacing them with those set forth in Annex A of this Amendment.

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(b) Effective as of the date hereof, Annex B of this Amendment shall be attached to the Agreement as a new Schedule 3.02(a)(iii) to the Agreement.

(c) Effective as of the date hereof, Section 2.04(e) shall be amended by entirely deleting such section and replacing it with the following:

> "(e) with respect to each Supply Service, the date that is 36 months from the date of this Agreement, except, subject to Section 5.8 of the Purchase Agreement, with respect to the Supply Service in regards of glass bottles, which shall terminate as of [****]."

3. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement except as expressly stated herein. Except as expressly amended hereby, the provisions of the Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms and for the avoidance of doubt, (a) all references in the Agreement to "the date hereof", "herein" or "the date of this Agreement" shall refer to the Original Execution Date and (b) any representations and warranties set forth in the Agreement made by Purchaser and Seller shall not change as a result of the execution of this Amendment and shall be made as of the Original Execution Date, in each of the foregoing clauses (a) and (b) unless expressly indicated otherwise in this Amendment.

4. General Provisions. Sections 1.02, 7.02, 7.03, 7.05, 7.06. 7.07, 7.08, 7.09, 7.12 and 7.13 of the Agreement shall apply, *mutatis mutandis*, to this Amendment.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the Parties have executed or caused this Amendment to be duly executed 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/ Jo Van Biesbroeck

Name:	Jo Van Biesbroeck
Title:	Chief Strategy Officer

CONSTELLATION BRANDS, INC.

By: /s/ F. Paul Hetterich

Name:	F. Paul Hetterich
Title:	Executive Vice President, Business Development and Corporate Strategy

[*Signature Page to First Amendment to Transition Services Agreement*]

<u>ANNEX A</u>

<u>SCHEDULE 3.02(a)(i)</u>

Volume Requirement:	Seller shall supply the Company with Bottles in accordance with its Bottle Requirements on the terms and conditions herein.
Monthly Allocation Forecast:	Attached as Schedule 3.02(a)(iii) is the month-by-month and type-by-type forecast for Bottles for the remainder of the term of Bottle Supply services commencing with calendar month [****] (each such monthly forecast, the "<u>Monthly Bottle Allocation</u>").
Volume Requirement:	[****]

[****] 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.

ANNEX B

SCHEDULE 3.02(a)(iii)

Monthly Bottle Allocation

Month	Number of Bottles	Type of Bottles
[****]	[****]	[****]
[****]	[****]	[****]
[****]	[****]	[****]
[****]	[****]	[****]
[****]	[****]	[****]
[****]	[****]	[****]

[****] 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 12.1

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
STATEMENT OF COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES [a]
(in millions of dollars)

	For the Nine Months Ended		For the Fiscal Years Ended				
	November 30, 2014	November 30, 2013	February 28, 2014	February 28, 2013	February 29, 2012	February 28, 2011	February 28, 2010
Earnings:							
Income before income taxes	$ 905.8	$ 1,961.9	$ 2,202.3	$ 516.4	$ 534.0	$ 551.0	$ 259.3
Plus fixed charges	267.3	244.9	337.5	239.4	194.0	208.3	286.0
Less interest capitalized	(5.0)	(0.1)	(0.9)	—	—	(0.3)	(0.4)
Earnings, as adjusted	$ 1,168.1	$ 2,206.7	$ 2,538.9	$ 755.8	$ 728.0	$ 759.0	$ 544.9
Fixed Charges:							
Interest on debt and capitalized leases, amortization of debt issuance costs, and amortization of discount on debt [b]	$ 263.7	$ 241.0	$ 332.2	$ 234.3	$ 188.0	$ 200.5	$ 277.5
Interest element of rentals	3.6	3.9	5.3	5.1	6.0	7.8	8.5
Total fixed charges	$ 267.3	$ 244.9	$ 337.5	$ 239.4	$ 194.0	$ 208.3	$ 286.0
Ratio of Earnings to Fixed Charges	4.4x	9.0x	7.5x	3.2x	3.8x	3.6x	1.9x

(a) For the purpose of calculating the ratio of earnings to fixed charges, "earnings" represent income before income taxes (adjusted, as appropriate, for equity in earnings of equity method investees) plus fixed charges less interest capitalized. "Fixed charges" consist of interest expensed and capitalized, amortization of debt issuance costs, amortization of discount on debt, and the portion of rental expense which management believes is representative of the interest component of lease expense.

(b) The Company's policy is to classify interest expense recognized on uncertain tax positions as income tax expense. The Company has excluded interest expense recognized on uncertain tax positions from the Ratio of Earnings to Fixed Charges.

Exhibit 31.1

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

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended November 30, 2014

I, Robert Sands, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: January 8, 2015

/s/ Robert Sands

Robert Sands
President and Chief Executive Officer

Exhibit 31.2

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

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended November 30, 2014

I, Robert Ryder, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: January 8, 2015

/s/ Robert Ryder

Robert Ryder
Executive Vice President and
Chief Financial Officer

Exhibit 32.1

SECTION 1350 CERTIFICATION
OF CHIEF EXECUTIVE OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended November 30, 2014

In connection with the Constellation Brands, Inc. Quarterly Report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014, I, Robert Sands, certify pursuant to 18 U.S.C. Section 1350 that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014 of Constellation Brands, Inc. fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the periodic report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014 of Constellation Brands, Inc. fairly presents, in all material respects, the financial condition and results of operations of Constellation Brands, Inc.

Dated: January 8, 2015

/s/ Robert Sands
Robert Sands,
President and Chief Executive Officer

Exhibit 32.2

SECTION 1350 CERTIFICATION
OF CHIEF FINANCIAL OFFICER

Constellation Brands, Inc.
Form 10-Q for Fiscal Quarter Ended November 30, 2014

In connection with the Constellation Brands, Inc. Quarterly Report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014, I, Robert Ryder, certify pursuant to 18 U.S.C. Section 1350 that, to the best of my knowledge:

1. The Quarterly Report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014 of Constellation Brands, Inc. fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the periodic report on Form 10-Q for the Fiscal Quarter Ended November 30, 2014 of Constellation Brands, Inc. fairly presents, in all material respects, the financial condition and results of operations of Constellation Brands, Inc.

Dated: January 8, 2015

/s/ Robert Ryder

Robert Ryder,
Executive Vice President and
Chief Financial Officer