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10-20-99

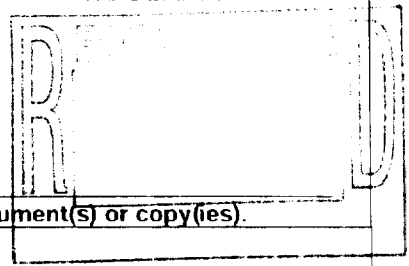
FORM PTO-1618A
Expires 06/30/99
0651-0027

10-29-1999



101186214

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 4/9/99

Name Schenley Distilleries Inc./Les Distilleries Schenley Inc.

Formerly 3592847 Canada Inc.

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name Barton Canada, Ltd.

DBA/AKA/TA

Composed of

Address (line 1) 55 East Monroe Street

Address (line 2)

Address (line 3) Chicago Illinois 60603
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization Illinois

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/29/1999 NTHAI1 00000039 621426

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 OP
275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001982 FRAME: 0175

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="621426"/>	<input type="text" value="1813963"/>	<input type="text" value="699943"/>
<input type="text" value="1314913"/>	<input type="text" value="76229"/>	<input type="text" value="789137"/>
<input type="text" value="1916692"/>	<input type="text" value="737271"/>	<input type="text" value="1068680"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Russell J. Herron

10-26-79

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
CMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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ASSET PURCHASE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 9th day of April, 1999

BETWEEN:

3592847 CANADA INC., a corporation governed by the laws of Canada ("Schenley"),

- and -

BARTON BRANDS, LTD., a corporation governed by the laws of the State of Delaware ("Brands"),

- and -

BARTON CANADA, LTD., a corporation governed by the laws of the State of Illinois ("Barton Canada").

WHEREAS, Canandaigua Brands, Inc. ("Canandaigua") entered into the Asset Purchase Agreement, dated as of February 21, 1999 (the "Asset Purchase Agreement"), with Diageo Inc., a Delaware corporation, UDV Canada Inc., a Canadian corporation, and United Distillers Canada Inc., a Canadian corporation (collectively, the "Sellers"), pursuant to which Canandaigua agreed to acquire the Transferred Assets (as such term is defined in the Asset Purchase Agreement) and to assume the Assumed Liabilities (as such term is defined in the Asset Purchase Agreement);

AND WHEREAS, pursuant to an Assignment Agreement, dated as of April 9, 1999, between Canandaigua and Schenley (the "Assignment Agreement"), Canandaigua assigned all of its rights and obligations under the Asset Purchase Agreement to Schenley;

AND WHEREAS pursuant to a Guaranty Agreement, dated as of April 9, 1999 (the "Guaranty Agreement") between Canandaigua and the Sellers, Canandaigua guaranteed to the Sellers the performance by Schenley of its obligations under the Asset Purchase Agreement;

AND WHEREAS, after acquiring certain rights and obligations from Canandaigua under the Assignment Agreement, on April 9, 1999, Schenley purchased the Transferred Assets and assumed the Assumed Liabilities from the Sellers;

AND WHEREAS, having acquired the Transferred Assets, Schenley now desires to sell, transfer and assign certain of the Transferred Assets to Brands and Barton Canada and each of Brands

and Barton Canada desires to acquire certain of the Transferred Assets from Schenley on the terms and subject to the conditions set forth in this Agreement;

AND WHEREAS, each of Schenley, Brands and Barton Canada is a direct or indirect wholly-owned subsidiary of Canandaigua;

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the consideration set forth below, the Parties agree as follows:

ARTICLE 1 GENERAL

Section 1.1 - Definitions - Defined terms used herein and not otherwise defined below shall have the meanings ascribed to them in the Asset Purchase Agreement. Where used in this Agreement, unless the context or subject matter otherwise requires, the following words and phrases have the meanings set forth below:

“Agreement” means this agreement and any instrument supplemental to or in amendment or confirmation of this agreement;

“Asset Purchase Agreement” has the meaning ascribed thereto in the recitals;

“Barton Canada Assumed Liabilities” has the meaning ascribed thereto in Schedule 3;

“Barton Canada Purchased Assets” means the assets described in Schedule 2 hereto;

“Barton Canada Purchase Price” has the meaning ascribed thereto in Schedule 3;

“Brands Assumed Liabilities” has the meaning ascribed thereto in Schedule 3;

“Brands Purchased Assets” means the assets described in Schedule 1 hereto;

“Brands Purchase Price” has the meaning ascribed thereto in Schedule 3;

“Governmental Authorization” means all authorizations, approvals, licences or permits, including those relating to environmental matters, issued to Schenley in connection with the Businesses or any of the Transferred Assets by any government, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court.

“Parties” means collectively, Schenley, Brands and Barton Canada, and their respective successors and permitted assigns; and **“Party”** means any of the Parties.

“**Purchased Assets**” means, collectively, the Brands Purchased Assets and the Barton Canada Purchased Assets.

“**Schenley Assumed Liabilities**” has the meaning ascribed thereto in Schedule 3.

“**Schenley Purchase Price**” has the meaning ascribed thereto in Schedule 3.

“**Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time.

“**Time of Transfer**” means the time on April 9, 1999 that is one hour subsequent to the effective time of the Closing under the Asset Purchase Agreement.

Section 1.2 - Schedules - The following Schedules are attached to and form part of this Agreement:

Schedule 1 - Brands Purchased Assets

Schedule 2 - Barton Canada Purchased Assets

Schedule 3 - Purchase Prices and Assumed Liabilities

Section 1.3 - Division of Agreement - The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. References herein to a specific section shall refer to such section of this Agreement.

Section 1.4 - Number and Gender - Words importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders.

Section 1.5 - Invalidity of Provisions - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any such invalid or unenforceable provisions shall be deemed to be severable.

ARTICLE 2 BRANDS PURCHASED ASSETS PURCHASE AND SALE

Section 2.1 - Purchase and Sale - Effective as of the Time of Transfer, Schenley hereby sells, transfers, assigns, conveys and delivers to Brands, and Brands hereby purchases from and accepts assignments from Schenley of all of Schenley’s right, title and interest in and to the Brands Purchased Assets on the terms set forth in this Agreement.

Section 2.2 - Assumed Liabilities - As and from the Time of Transfer, Brands shall assume and, to the extent they become due and payable, covenants to pay or otherwise perform or discharge the Brands Assumed Liabilities in accordance with their terms to the complete exoneration of Schenley and further covenants to indemnify and save harmless Schenley from any loss suffered by Schenley,

directly or indirectly, as a result of or arising out of any and all claims, demands, costs and expenses in respect of the Brands Assumed Liabilities.

Section 2.3 - Consideration - As consideration for the purchase of assets in Section 2.1, effective as of the Time of Transfer, Brands shall:

- (a) assume the Brands Assumed Liabilities pursuant to Section 2.2; and
- (b) pay to Schenley the Brands Purchase Price, by the delivery to Schenley of a note of Brands payable on demand.

Section 2.4 - Allocation - The Brands Purchase Price and the Brands Assumed Liabilities shall be allocated among the Brands Purchased Assets in a manner consistent with the Allocation.

ARTICLE 3 BARTON CANADA PURCHASED ASSETS PURCHASE AND SALE

Section 3.1 - Purchase and Sale - Effective as of the Time of Transfer, Schenley hereby sells, transfers, assigns, conveys and delivers to Barton Canada, and Barton Canada hereby purchases from and accepts assignments from Schenley of all of Schenley's right, title and interest in and to the Barton Canada Transferred Assets on the terms set forth in this Agreement.

Section 3.2 - Assumed Liabilities - As and from the Time of Transfer, Barton Canada shall assume and, to the extent they become due and payable, covenants to pay or otherwise perform or discharge the Barton Canada Assumed Liabilities in accordance with their terms to the complete exoneration of Schenley and further covenants to indemnify and save harmless Schenley from any loss suffered by Schenley, directly or indirectly, as a result of or arising out of any and all claims, demands, costs and expenses in respect of the Barton Canada Assumed Liabilities.

Section 3.3 - Consideration - As consideration for the purchase of assets in Section 3.1, effective as of the Time of Transfer, Barton Canada shall:

- (a) assume the Barton Canada Assumed Liabilities pursuant to Section 3.2; and
- (b) pay to Schenley the Barton Canada Purchase Price, by the delivery to Schenley of a note of Barton Canada payable on demand.

Section 3.4 - Allocation - The Barton Canada Purchase Price and the Barton Canada Assumed Liabilities shall be allocated among the Barton Canada Purchased Assets in a manner consistent with the Allocation.

ARTICLE 4 TAX MATTERS

Section 4.1 - Payment - Brands and Barton Canada shall pay directly to the appropriate taxing authorities all federal, provincial, state or local sales, transfer and other similar taxes and charges payable in respect of the purchase of the Brands Purchased Assets and the Barton Canada Purchased Assets, respectively.

ARTICLE 5 ADDITIONAL COVENANTS

Section 5.1 - Sale of an Enterprise - Schenley hereby undertakes and agrees to pay all debts, liabilities and other amounts owed by it to its creditors, other than the Brands Assumed Liabilities and Barton Canada Assumed Liabilities, as such debts, liabilities and other amounts become due and payable from time to time and agrees to indemnify and save harmless Brands and Barton Canada from and against any and all claims made by its creditors against the Brands Purchased Assets or the Barton Canada Purchased Assets, as the case may be, other than claims in respect of the Brands Assumed Liabilities and the Barton Canada Assumed Liabilities.

ARTICLE 6 MISCELLANEOUS

Section 6.1 - Further Assurances - The Parties agree to make or do any and all further acts and assurances whether before or after the Time of Transfer, including any conveyance, bill of sale, deed, transfer, assignment or other instrument in writing as may be necessary or desirable to give effect to the transfers provided for and contemplated by this Agreement and take all such other action as may be required or desirable for more effectually and completely vesting in Brands, the Brands Purchased Assets and vesting in Barton Canada, the Barton Canada Purchased Assets for the purpose of registration or otherwise

Section 6.2 - Time of the Essence - Time shall be of the essence of this Agreement.

Section 6.3 - Benefit of the Agreement - This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

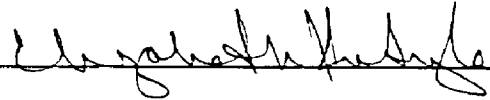
Section 6.4 - Governing Law - This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in Ontario and shall in all respects be construed as an Ontario contract.

Section 6.5 - Entire Agreement - This Agreement constitutes the entire agreement between the Parties and except as stated in this Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations and warranties of the Parties. There are no oral representations or warranties between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

Section 6.6 - Assignment - No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

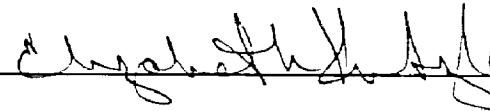
IN WITNESS WHEREOF the Parties have executed this Agreement as of the 9th day of April, 1999.

3592847 CANADA INC.

By: 

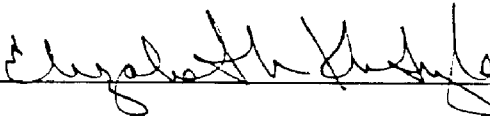
By: Sr. Vice President

BARTON BRANDS, LTD.

By: 

By: Sr. Vice President

BARTON CANADA, LTD.

By: 

By: Sr. Vice President

SCHEDULE 1

Brands Purchased Assets

All of the Transferred Assets related to or associated with carrying on the Businesses outside of Canada (the "Non-Canadian Businesses"), including, without limitation, the following Transferred Assets related to or associated with the Non-Canadian Businesses, but excluding all Transferred Registered Intellectual Property:

- (a) Inventory;
- (b) Contracts;
- (c) Books and Records;
- (d) all credits, prepaid expenses, deferred charges, advance payments, security deposits, bid and performance bonds relating to any period on or after the Time of Transfer;
- (e) all prepaid state, provincial and local real and personal property taxes that are imposed directly to the extent related to any period on or after the Time of Transfer;
- (f) all Governmental and Non-Governmental Authorizations and all applications therefor if required in order to conduct the Non-Canadian Businesses;
- (g) to the extent related to events or occurrences existing or occurring as of or after the Time of Transfer, all guaranties, warranties, indemnities and similar rights in favour of the Sellers or any Subsidiary of the Sellers from third parties;
- (h) all goodwill associated with the Non-Canadian Businesses; and
- (i) all casualty or property loss insurance proceeds which the Sellers or any Subsidiary of the Sellers has a right to receive that relate to casualty damages occurring prior to the Closing Date which have not been repaired by the Sellers or any Subsidiaries of the Sellers as of the Time of Transfer.
- (j) all Transferred Unregistered Intellectual Property other than unregistered trademarks, more particularly the intangible value associated with distribution rights, customer lists and customer or consumer goodwill associated with the Brands outside of Canada.

SCHEDULE 2

Barton Canada Purchased Assets

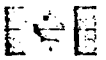
All Transferred Registered Intellectual Property and all unregistered trade-marks relating to the Businesses which are currently in use.

SCHEDULE 3

Purchase Prices and Assumed Liabilities

1. **Brands Purchase Price** - The price payable by Brands for the Brands Purchased Assets shall be equal to the portion of the Purchase Price allocated to the Brands Purchased Assets pursuant to the Asset Purchase Agreement.
2. **Brands Assumed Liabilities** - The portion of Assumed Liabilities which relate to the Brands Purchased Assets.
3. **Barton Canada Purchase Price** - The price payable by Barton Canada for the Barton Canada Purchased Assets shall be equal to the portion of the Purchase Price allocated to the Barton Canada Purchased Assets pursuant to the Asset Purchase Agreement.
4. **Barton Canada Assumed Liabilities** - The portion of the Assumed Liabilities which relate to the Barton Canada Purchased Assets.
5. **Schenley Purchase Price** - The portion of the Purchase Price allocated to the Transferred Assets other than the Brands Purchased Assets and the Barton Canada Purchased Assets. For greater certainty, the Schenley Purchase Price shall be equal to Cdn.\$278,621,000 less the total of the Brands Purchase Price and Barton Canada Purchase Price, subject to any adjustments contained in Section 2.6 of the Asset Purchase Agreement.
6. **Schenley Assumed Liabilities** - All of the Assumed Liabilities other than the Brands Assumed Liabilities and the Barton Canada Assumed Liabilities.

All of the amounts set out above will be consistent with the Allocation after all adjustments have been made in accordance with the Asset Purchase Agreement.



**Certificate
of Incorporation**

**Canada Business
Corporations Act**

**Certificat
de constitution**

**Loi canadienne sur
les sociétés par actions**

3592847 CANADA INC.

359284-7

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation, the articles of incorporation of which are attached, was incorporated under the *Canada Business Corporations Act*.

Je certifie que la société susmentionnée, dont les statuts constitutifs sont joints, a été constituée en société en vertu de la *Loi canadienne sur les sociétés par actions*.

Director - Directeur

February 26, 1999/le 26 février 1999

Date of Incorporation - Date de constitution



1— Name Corporation

3592847 CANADA INC.

Dénomination de la société

The place in Canada where the registered office is to be situated —

City of Salaberry-de-Valleyfield
Province of Quebec

Lieu au Canada où doit être situé le siège social

3— The classes and any maximum number of shares that the corporation is authorized to issue

an unlimited number of common shares.

Catégories et tout nombre maximal d'actions que la société est autorisée à émettre

4— Restrictions if any on share transfers

The shares of the Corporation shall not be transferred without the approval of the board of directors of the Corporation to be evidenced by a resolution of the board.

Restrictions sur le transfert des actions, s'il y a lieu

Number (or minimum and maximum number) of directors

Such number not less than one (1) nor more than ten (10) as the board of directors may from time to time determine.

Nombre (ou nombre minimum et maximum) d'administrateurs

6— Restrictions if any on business the corporation may carry on

None.

Limites imposées quant aux activités commerciales que la société peut exploiter, s'il y a lieu

7— Other provisions if any

The annexed Schedule 1 is incorporated in this Form.

Autres dispositions s'il y a lieu

7— Incorporators — Fondateurs

Names — Noms	Address (include postal code) Adresse (inclure le code postal)	Signature
Josephine Hui	108 Stillwater Crescent Willowdale, Ontario M2R 3S2	

FOR DEPARTMENTAL USE ONLY — À L'USAGE DU MINISTÈRE SEULEMENT
Corporation No. — N° de la société

359284-7

Filed — Déposée

MAR 1 1999



**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de modification**

**Loi canadienne sur
les sociétés par actions**

SCHENLEY DISTILLERIES INC./

359284-7

LES DISTILLATEURS SCHENLEY INC.

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended

Je certifie que les statuts de la société susmentionnée ont été modifiés:

a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;

a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;

b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;

b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;

c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

April 13, 1999 / le 13 avril 1999

Director - Directeur

Date of Amendment - Date de modification

1 - Name of Corporation - Dénomination de la société
3592847 CANADA INC.

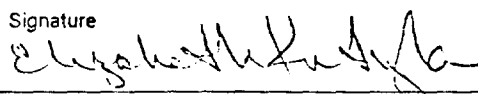
2 - Corporation No. - No. de la société
359284-7

3 - The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante:

to change the name of the Corporation to
SCHENLEY DISTILLERIES INC./
LES DISTILLATEURS SCHENLEY INC.

Date
April 9, 1999

Signature


Title - Titre
Elizabeth Kutyla - Vice President and Secretary

CA 1387 (02-89) 46

FOR DEPARTMENT USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT
Filed - Déposée

APR 13 1999

CAKEware Inc. (416)367-0600 (10/96)

TRADEMARK
REEL: 001982 FRAME: 0190



**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de modification**

**Loi canadienne sur
les sociétés par actions**

SCHENLEY DISTILLERIES INC.

359284-7

LES DISTILLERIES SCHENLEY INC.

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Corporation number-Numéro de la société

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a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;

b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;

b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;

c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

April 20, 1999 / le 20 avril 1999

Director - Directeur

Date of Amendment - Date de modification

1 - Name of Corporation - Dénomination de la société

SCHENLEY DISTILLERIES INC./
LES DISTILLATEURS SCHENLEY INC.

2 - Corporation No. - No. de la société

359284-7

3 - The articles of the above-named corporation are amended as follows:

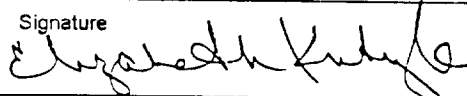
Les statuts de la société mentionnée ci-dessus sont modifiés de la façon
suivante:

to change the name of the Corporation to
SCHENLEY DISTILLERIES INC.
LES DISTILLERIES SCHENLEY INC.

Date

April 13, 1999

Signature

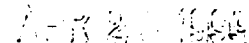


Title - Titre

Elizabeth Kutyla - Secretary

CCA 1387 (02-89) 46

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Filed - Déposée



CAKEware Inc. (416)367-0600 (10/96)

Schedule 1

7. Other provisions, if any:

- (a) The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for any securities of the Corporation shall be prohibited.
- (c) The directors may appoint from time to time one or more directors within the limits provided in the *Canada Business Corporations Act*.