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Attorney Docket No. 0515-1039

To the Honorable Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 LOUIS ESCHENAUER
 Individual(s) Association
 General Partnership Other
 Limited Partnership
 Corporation - France
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name:
 LES CAVES DE LANDIRAS
 Street Address:
 Route de Balizac
 F-33720 Landiras, France
 Individual(s) citizenship:
 Association
 General Partnership
 Limited Partnership
 Corporation - France
 Other
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Change of Name Other
 Security Agreement
 Execution Date: 07-26-2000

4. Application number(s) or registration (numbers):
 A. Trademark Application No(s).
 B. Trademark Registration No(s).
 1,221,978
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Mark Lebow
 YOUNG & THOMPSON
 Second Floor
 745 South 23rd Street
 Arlington, VA 22202

6. Total number of applications and registrations involved: 1
 7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit Account No. 25-0120
 (Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. 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.
 Mark Lebow
 Name of Person Signing

 Signature
 November 13, 2002
 Date

11/16/2002 LMUELLER 00000175 1221978
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Total number of pages including cover sheet: [24]
 40.00 DP

COPIE

12 Volume 12

28 III 2000
278/1

Deux mille Cents Francs
Nlle. Cyp. Cents Francs

TRAITE DE FUSION - ABSORPTION

DE LA S.A. LOUIS ESCHENAUER

Pour le Receveur
de l'Administration

Pour copie certifiée conforme
Bordeaux, le 15 NOV. 2000
Le Greffier

PAR LA S.A. LES CAVES DE LANDIRAS

6461

CHAPITRE I : EXPOSE PREALABLE

22 SEP. 2000

- I - Caractéristiques des sociétés
- II - Motifs de la fusion
- III - Comptes servant de base à la fusion
- IV - Méthode d'évaluation

Inscription



314544

Date

23/01/2001 REG NAL MARQUES

Lieu

INPI PARIS

No Operation



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TRADEMARK

REEL: 002619 FRAME: 0411

Il a été arrêté en vue de la fusion des sociétés LES CAVES DE LANDIRAS et LOUIS ESCHENAUER, par voie d'absorption de la seconde par la première, les conventions qui vont suivre réglant ladite fusion, laquelle est soumise aux conditions suspensives ci-après stipulées.

Préalablement auxdites conventions, il est exposé ce qui suit :

CHAPITRE I - EXPOSE PREALABLE

I - CARACTERISTIQUES DES SOCIETES

1) La société LES CAVES DE LANDIRAS est une société anonyme dont l'objet tel qu'il est indiqué au Registre du Commerce et des Sociétés de BORDEAUX est la réalisation de toutes opérations industrielles et commerciales se rapportant à la production, à l'acquisition par importation ou non, à la commercialisation et à la distribution en France ou à l'étranger de denrées alimentaires de conserve ou de semi-conserve et, plus généralement, de tous produits alimentaires.

La durée de la société est de 99 ans à compter du 4 septembre 1979.

Le capital social de la société absorbante s'élève actuellement à 45 000 000 Francs. Il est réparti en 450 000 actions de 100 (cent) Francs de nominal chacune, intégralement libérées.

2) La société LOUIS ESCHENAUER est une société anonyme dont l'objet tel qu'il est indiqué au Registre du Commerce et des Sociétés de BORDEAUX est la réalisation de toutes opérations pouvant concerner le commerce des vins, eaux-de-vie, cognac, liqueurs et toutes autres spiritueux ou produits analogues ou s'y rattachant, ainsi que l'exploitation de toutes marques commerciales dont la société est ou pourra devenir propriétaire dans la suite par voie d'acquisition, de création ou de toute manière ou dont elle aurait la jouissance ou l'usage à un titre quelconque.

La durée de la société est de 99 ans à compter du 18 septembre 1990.

Le capital social de la société absorbée s'élève actuellement à 5 655 000 Francs. Il est réparti en 56 550 actions de 100 (cent) Francs de nominal chacune, intégralement libérées.

3) La société LES CAVES DE LANDIRAS détient 56 550 actions de la société LOUIS ESCHENAUER, soit la totalité des actions composant le capital de cette société.

4) Monsieur Joseph HELFRICH, Président du Conseil d'Administration de la société LOUIS ESCHENAUER est également Président du Conseil d'Administration de la société LES CAVES DE LANDIRAS.

II - APPORTS DE LA SOCIETE LOUIS ESCHENAUER

A) ACTIF APPORTE

1. - IMMOBILISATIONS

| | |
|--|------------|
| * Frais de recherche et de développement | 560 828 |
| * Concessions – Brevets - Marques | 390 934 |
| * Fonds commercial | 10 049 000 |
| * Matériel de bureau | 36 521 |
| * Dépôts et cautions versés | 3 296 530 |
| * Prêt | 15 079 |

L'ensemble de ces éléments s'élève à : 14 348 892

2. - ACTIFS REALISABLES ET DISPONIBLES

| | |
|-------------------------------|------------|
| * Créances clients | 18 667 940 |
| * Fournisseurs débiteurs | 214 540 |
| * Personnel | 7 679 |
| * Organismes sociaux | 23 982 |
| * Créances fiscales | 358 560 |
| * Débiteurs divers | 35 510 |
| * Disponibilités | 14 695 768 |
| * Charges constatées d'avance | 177 525 |

L'ensemble de ces éléments s'élève à : 34 181 504

soit un montant d'actif apporté de 48 530 396



III - REMUNERATION DE L'APPORT-FUSION

Ainsi qu'il a été dit ci-dessus, l'actif net apporté par la société LOUIS ESCHENAUER à la société LES CAVES DE LANDIRAS s'élève donc à 14 729 935 Francs.

La société absorbante détient, au jour de la signature du présent traité de fusion, la totalité des actions de la société LOUIS ESCHENAUER.

La société LES CAVES DE LANDIRAS étant propriétaire de la totalité des 56 550 actions de la société absorbée et ne pouvant devenir propriétaire de ses propres actions renonce, à exercer ses droits, en sa qualité d'associé unique de la société absorbée.

Par suite de cette renonciation, conformément à l'article 372-1 de la loi du 24 juillet 1966 sur les sociétés commerciales, il n'est procédé à la création d'aucune action nouvelle à titre d'augmentation du capital de la société absorbante.

IV - PRIME DE FUSION

L'opération ne donnant pas lieu à création d'actions de la société absorbante, aucune prime de fusion n'est constituée.

La différence entre la valeur nette des biens et droits apportés soit 14 729 935 Francs et la valeur comptable dans les livres de la société absorbante des actions de la société LOUIS ESCHENAUER soit 2 600 000 Francs dont elle était propriétaire, à savoir 12 129 935 Francs, constitue un boni de fusion qui sera inscrit au passif du bilan de la société LES CAVES DE LANDIRAS.

V - PROPRIETE ET JOUISSANCE

La société LES CAVES DE LANDIRAS sera propriétaire des biens apportés à compter de ce jour.

Toutefois, la société LES CAVES DE LANDIRAS aura la jouissance des biens apportés, rétroactivement au 1^{er} janvier 2000.

Il est expressément stipulé que les opérations, tant actives que passives, engagées par la société LOUIS ESCHENAUER entre le 1^{er} janvier 2000 et le jour de la réalisation de la fusion seront considérées comme l'ayant été pour le compte et aux risques de la société LES CAVES DE LANDIRAS.

Les comptes de la société LOUIS ESCHENAUER afférents à cette période seront remis à la société absorbante par son responsable légal.

C) La société LES CAVES DE LANDIRAS exécutera, à compter de ce jour, tous traités, marchés et conventions intervenus avec des tiers et avec le personnel, relativement à l'exploitation des biens apportés, toutes assurances contre l'incendie, les accidents et autres risques et sera subrogée dans tous les droits et obligations en résultant à ses risques et périls, sans recours contre la société absorbée.

D) Elle se conformera aux lois, décrets, arrêtés, règlements et usages concernant les exploitations de la nature de celle dont font partie les biens apportés et fera son affaire personnelle de toutes autorisations qui pourraient être nécessaires, le tout à ses risques et périls.

E) La société LES CAVES DE LANDIRAS sera subrogée, à compter de ce jour dans le bénéfice et la charge des contrats de toute nature liant valablement la société absorbée à des tiers pour l'exploitation de son activité.

Elle fera son affaire personnelle de l'obtention de l'agrément par tous tiers à cette subrogation, la société LOUIS ESCHENAUER s'engageant, pour sa part, à entreprendre, chaque fois que cela sera nécessaire, les démarches en vue du transfert de ces contrats.

F) Conformément à la loi, tous les contrats de travail en cours au jour de la réalisation de l'apport entre la société absorbée et ceux de ses salariés transférés à la société absorbante par l'effet de la loi, subsisteront entre la société absorbante et lesdits salariés.

La société LES CAVES DE LANDIRAS sera donc substituée à la société absorbée en ce qui concerne toutes retraites, comme tous compléments de retraites susceptibles d'être dus, ainsi que tous avantages et autres charges en nature ou en espèces, y compris congés payés, ainsi que toutes charges sociales et fiscales y afférentes.

III - POUR CES APPORTS, LA SOCIETE LOUIS ESCHENAUER PREND LES ENGAGEMENTS CI-APRES ENVERS LA SOCIETE LES CAVES DE LANDIRAS :

A) La société absorbée s'est obligée jusqu'à la date de réalisation de la fusion, à poursuivre l'exploitation de son activité, en bon père de famille ou en bon commerçant, et à ne rien faire, ni laisser faire qui puisse avoir pour conséquence d'entraîner sa dépréciation.

De plus, jusqu'à la réalisation de la fusion, la société absorbée s'est obligée à n'effectuer aucun acte de disposition du patrimoine social de ladite société sur des biens, objets du présent apport, en dehors des opérations sociales courantes, sans accord de la société absorbante, et à ne contracter aucun emprunt exceptionnel sans le même accord, de manière à ne pas affecter les valeurs conventionnelles de l'apport sur le fondement desquelles ont été établies les bases financières de l'opération projetée.



- que le chiffre d'affaires, hors taxes, de chacune des trois dernières années d'exploitation s'est élevé à :

| | |
|-------------------------------|--------------------|
| * Exercice clos le 31/12/1997 | 74 862 556 Francs |
| * Exercice clos le 31/12/1998 | 111 174 423 Francs |
| * Exercice clos le 31/12/1999 | 105 645 416 Francs |

- que les résultats nets comptables pendant la même période, se sont élevés à :

| | |
|-------------------------------|------------------|
| * Exercice clos le 31/12/1997 | 190 793 Francs |
| * Exercice clos le 31/12/1998 | 3 345 297 Francs |
| * Exercice clos le 31/12/1999 | 8 427 031 Francs |

- que tous les livres de comptabilité qui se réfèrent auxdites années ont fait l'objet d'un inventaire par les parties qui les ont visés ;

- que la société LOUIS ESCHENAUER s'oblige à remettre et à livrer à la société LES CAVES DE LANDIRAS, les livres, documents et pièces comptables inventoriés.

CHAPITRE V - DECLARATIONS FISCALES ET SOCIALES

I - DISPOSITIONS GENERALES

Les représentants des deux sociétés soussignées obligent celles-ci à se conformer à toutes les dispositions légales en vigueur en ce qui concerne les déclarations à faire pour le paiement de l'impôt sur les sociétés et de toutes autres impositions ou taxes résultant de la réalisation définitive de la présente fusion, dans le cadre de ce qui sera dit ci-après.

II - DISPOSITIONS PLUS SPECIFIQUES

Pour autant que ces dispositions pourront trouver application :

A) DROITS D'ENREGISTREMENT

La fusion, intervenant entre deux personnes morales passibles de l'impôt sur les sociétés, bénéficiera, de plein droit, des dispositions de l'article 816 du Code Général des Impôts.

Les actes qui constatent des fusions de sociétés sont enregistrés au seul droit fixe d'enregistrement de 1 500 Francs en ce qui concerne les apports purs et simples.

La société absorbante prend l'engagement de soumettre à la T.V.A. les cessions ultérieures de biens mobiliers d'investissement et de procéder, le cas échéant, aux régularisations prévues aux articles 210 et 215 de l'annexe II au C.G.I., qui auraient été exigibles si la société absorbée avait continué à utiliser ces biens.

La société absorbante s'engage à adresser au service des impôts dont elle dépend, une déclaration en double exemplaire faisant référence à l'opération de fusion dans laquelle elle mentionnera d'une part, l'engagement qu'elle prend de procéder aux régularisations auxquelles aurait été tenue l'entreprise absorbée, d'autre part le montant de crédit de T.V.A. éventuellement transféré, et l'engagement de soumettre à la T.V.A. les cessions ultérieures de biens mobiliers d'investissement.

D) PARTICIPATION DES EMPLOYEURS A L'EFFORT DE CONSTRUCTION

La société absorbante, en application de l'article 163 de l'annexe II du Code Général des Impôts, sera subrogée dans tous les droits et obligations de la société absorbée en ce qui concerne l'application de la réglementation relative à l'investissement patronal obligatoire à la construction de logements.

E) PARTICIPATION DES EMPLOYEURS A LA FORMATION PROFESSIONNELLE CONTINUE

La société absorbante sera subrogée dans tous les droits et obligations de la société absorbée, au titre de la participation des employeurs au financement de la formation professionnelle continue.

CHAPITRE VI - DISPOSITIONS DIVERSES

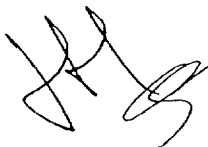
I - FORMALITES

A) La société LES CAVES DE LANDIRAS remplira, dans les délais légaux, toutes formalités légales de publicité et dépôts légaux relatives aux apports.

B) Elle fera son affaire personnelle des déclarations et formalités nécessaires auprès de toutes administrations qu'il appartiendra, pour faire mettre à son nom les biens apportés.

Elle fera également son affaire personnelle, le cas échéant, des significations devant être faites conformément à l'article 1690 du Code Civil aux débiteurs des créances apportées.

C) Elle remplira, d'une manière générale, toutes formalités nécessaires, en vue de rendre opposable aux tiers la transmission des biens et droits immobiliers et mobiliers à elle apportés.



- aux porteurs d'originaux ou d'extraits certifiés conformes des présentes et de toutes pièces constatant la réalisation définitive de la fusion, pour exécuter toutes formalités et faire toutes déclarations, significations, tous dépôts, inscriptions, publications et autres.

Fait à LANDIRAS
Le 26 juillet 2000
en 3 exemplaires.

Pour la société
LES CAVES DE LANDIRAS



Pour la société
LOUIS ESCHENAUER



MERGER - -ACQUISITION AGREEMENT

OF S.A. LOUIS ESCHENAUER

BY S.A. LES CAVES DE LANDIRAS

Stamp :
« certified true copy,
Bordeaux, on
The Clerk of the Court 15 November 2000.

Other stamps :
(illegible)

Centre stamp :
Entry : 316752
Date : 19/03/2001
National trademark register
Place : INPI, PARIS
Operation n° :

CHAPTER I – PREAMBLE

Stamp:22 Sep 2000

| | |
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The undersigned :

- Mrs. Elisabeth STRUB, acting in the name of S.A. LES CAVES DE LANDIRAS, "Societe Anonyme" – French Law joint stock Company – with capital of 45,000,000 FF and its registered office at route de BALIZAC, F-33720 LANDIRAS, registered on the Trade and Companies Register of BORDEAUX, France, under the n° B 311 639 94

duly authorised for the purpose of the present agreement, by virtue of a deliberation of the Board of Directors, dated 14 June 2000, of the S.A. LES CAVES DE LANDIRAS Company, hereinafter the acquiring company.

Party to the first part

And :

- Mr. Joseph HELFRICH acting in the name of S.A. LOUIS ESCHENAUER, "Societe Anonyme" – French Law joint stock Company – with capital of 5,655,000 FF with its registered office at route de BALIZAC, F-33720 LANDIRAS, registered on the Trade and Companies Register of Bordeaux, France, under the n° B 379 216 849

duly authorised for the purposes of the present agreement, by virtue of a deliberation of the Board of Directors, dated 14 June 2000, of the S.A. LOUIS ESCHENAUER Company, hereinafter the acquired company.

Party to the second part

For the purpose of merging LES CAVES DE LANDIRAS and LOUIS ESCHANAUER pursuant to the acquisition of the latter by the former; the following agreements have been decided for the purpose of governing said merger, which shall be subject to the conditions precedent as stipulated hereafter.

Prior to said agreements, it is hereby set out as follows :

CHAPTER I – PREAMBLE

I° - CHARACTERISTICS OF THE COMPANIES

1) The LES CAVES DE LANDIRAS Company is a « Societe anonyme » the objects of which as stated in the Trade and Companies Register of Bordeaux are the realisation of any and all industrial and / or trading operations concerning the production, acquisition by importation or otherwise, sale and distribution in France and / or abroad, of canned or semi-canned foodstuffs and, more generally, of all foodstuff products.

The term of the Company shall be 99 years as of 4 September 1979.

The share capital of the acquiring company comes at present to 45,000,000 FF, and it is broken up into 450,000 shares of 100 (one hundred) FF in nominal value each, fully paid up.

2) The LOUIS ESCHENAUER company is a “Societe Anonyme” the objects of which as stated in the Trade and Companies Register of Bordeaux are the realisation of any and all operations which may concern trade in wines, eaux de vie, cognac, liqueurs, and all other spirits and / or similar products connected thereto, and the exploitation of any and all commercial trademarks which the company owns or may own in the future subsequently to acquisition, setting up or in any other manner or with respect to which it may have possession or use for any reason whatsoever.

The term of the Company shall be 99 years as of 18 September 1990.

The share capital of the acquired company comes at present to 5,655,000 FF and it is broken up into 56,550 shares of 100 (one hundred) FF in nominal value each, fully paid up.

3) LES CAVES DE LANDIRAS holds 56,550 shares of LOUIS ESCHENAUER that is to say all of the shares making up the capital of said company.

4) Mr. Joseph HELFRICH, Chairman of the Board of Directors of LOUIS ESCHENAUER, is also the Chairman of the Board of Directors of LES CAVES DE LANDIRAS.

II – REASONS FOR THE MERGER

The purpose of the present operation is the reorganisation of the business of the BORDELAIS pole within the LES GRANDS CHAIS DE FRANCE group.

III – ACCOUNTS USED AS THE BASIS FOR THE MERGER

The terms and conditions of the present merger agreement have been laid down by the two companies undersigned on the basis of their accounts drawn up at 31 December 1999 (date of closure of the business year for each of the companies in question), as approved by the respective Ordinary General Meetings of each of the undersigned companies.

The accounts drawn up at 31 December 1999 of each of the undersigned companies are shown in an appendix to the present agreement.

IV – METHOD OF EVALUATION

The elements of assets and liabilities shall be contributed pursuant to acquisition of LOUIS ESCHENAUER by LES CAVES DE LANDIRAS at the value at which they are shown in the accounts of LOUIS ESCHENAUER as drawn up on 31 December 1999.

This evaluation shall not give rise to any unfavourable consequence for any party whatsoever.

CHAPTER II – CONTRIBUTION – MERGER

I – PRIOR PROVISIONS

LOUIS ESCHENAUER shall contribute, subject to the usual de facto and legal guarantees in the area, and subject to the conditions precedent as set out hereafter, to LES CAVES DE LANDIRAS all of the property, rights and obligations, assets and liabilities belonging to it at 31 December 1999, it being specified that the list set out hereafter is given for information purposes only and is not exhaustive.

The assets of LOUIS ESCHENAUER, the acquired company, shall be devolved on LES CAVES DE LANDIRAS, the absorbing company, in the condition in which they are today.

II – CONTRIBUTIONS BY LOUIS ESCHENAUER

A) ASSETS CONTRIBUTED

1.- FIXED ASSETS

| | |
|-----------------------------------|------------|
| * Research and development costs | 560 828 |
| * Licenses – patents - trademarks | 390 934 |
| * Goodwill | 10 049 000 |
| * Office equipment and material | 36 521 |
| * Deposits and security paid | 3 296 530 |
| * Loan | 15 079 |

All of these items amount to : 14 348 892

2.- REALISED AVAILABLE ASSETS

| | |
|--------------------------|------------|
| * Customer debt | 18 667 940 |
| * Debtor suppliers | 214 540 |
| * Personnel | 7 679 |
| * Social security bodies | 23 982 |
| * Tax claims | 358 560 |
| * Various debtors | 35 510 |
| * Quick assets | 14 695 76 |
| Deferred charges | 177 525 |

All of these items amount to : 34 181 504

That is to say an amount of assets contributed of : 48 530 396

B) LIABILITIES TAKEN OVER

| | |
|---|------------|
| * Provision for liabilities and charges | 492 815 |
| * Current bank loans and bank charges | 12 018 891 |
| * Advance payments and payments on account received | 3 704 478 |
| * Supplier debt | 2 521 797 |
| * Personnel – remuneration due | 454 705 |
| * Social security debt | 366 826 |
| * Tax debt | 647 399 |
| * Creditor Customers | 13 059 370 |
| * Associate current account | 534 180 |

That is to say an amount of liabilities taken over of : 33 800 461

C) NET ASSETS CONTRIBUTED

The difference between the assets contributed and the liabilities taken over, the net assets contributed by LOUIS ESCHENAUER to LES CAVES DE LANDIRAS, consequently amounts to :

| | |
|---------------------|------------|
| - Total assets | 48 530 396 |
| - Total liabilities | 33 800 461 |

That is to say net assets contributed of : 14 729 935

III – REMUNERATION OF THE CONTRIBUTION – MERGER

As has been set out above, the net assets contributed by LOUIS ESCHENAUER to LES CAVES DE LANDIRAS amounts therefore to 14 729 935 FF.

On the date of signature of the present merger agreement, the acquiring company holds all of the shares of LOUIS ESCHENAUER.

As LES CAVES DE LANDIRAS is the owner of all of the 56,550 shares of the acquired company, and as it can not become the owner of its own shares, it waives the possibility of exercising its rights, in its capacity of single partner of the acquired company.

Pursuant to this waiver, in conformity with article 372-1 of the Act of 24 July 1966 concerning trading companies, no new shares shall be created pursuant to an increase in the capital of the acquiring company.

IV – MERGER SURPLUS

As the operation does not give rise to the creation of shares by the acquiring company, no merger surplus is be constituted.

The difference between the net value of the property and rights contributed, that is to say 14 729 935 FF and the book value in the accounts of the acquiring company of the shares of LOUIS ESCHENAUER, that is to say 2 600 000 FF which it owned, namely 12 129 935 FF, constitutes a merger surplus which shall be entered in the liabilities of the balance sheet of LES CAVES DE LANDIRAS.

V – OWNERSHIP AND POSSESSION

LES CAVES DE LANDIRAS shall be the owner of the property contributed as of today.

However, LES CAVES DE LANDIRAS shall have possession of the property contributed retroactively at 1 January 2000.

It is expressly stipulated that the operation, both active and passive, undertaken by LOUIS ESCHENAUER between 1 January 2000 and the day of realisation of the merger shall be deemed to have been so for the account and at the risk of LES CAVES DE LANDIRAS.

The accounts of LOUIS ESCHENAUER concerning this period shall be handed over to the acquiring company by its duly authorised legal manager.

Finally, the acquiring company shall be purely and simply subrogated, in a general manner, in all of the various rights, shares, obligations and undertakings of the acquired company, insofar as said rights, shares, obligations and undertakings concern the property covered by the present contribution.

CHAPTER III – CHARGES, TERMS AND CONDITIONS

The property contributed shall be free of all charges terms and conditions other than those set out herein.

I.- DESCRIPTION OF THE CHARGES TERMS AND CONDITIONS

A) LES CAVES DE LANDIRAS shall take the property contributed by the acquired company in the condition it is in today, and shall not be entitled to bring any action against it for any reason whatsoever (possible example : wear and tear or poor condition of the facilities, the furniture and / or the material / equipment and / or tooling contributed, error in the description and volume of the property, irrespective of the extent of it).

B) Thus as has already been said, the contributions of the acquired company are granted and accepted in consideration for payment by the acquiring company of the entire liabilities of the acquired company, as set out above, and in a general manner, as said liabilities exist today.

It is specified here that the abovementioned amount of the liabilities of LOUIS ESCHENAUER at the date of 31 December 1999, given for information purposes alone, shall not constitute an acknowledgement of debt in favour of alleged creditors who shall be bound in all cases to show proof of their rights and to produce deeds of title.

Finally, LES CAVES DE LANDIRAS shall settle any and all liability which has not been entered in the accounts and transferred under the present agreement, and also liability the cause of which is prior to 31 December 1999, but which only come to light once the merger has been realised.

II.- THE ACQUISITION IS ALSO CARRIED OUT SUBJECT TO THE OTHER FOLLOWING CHARGES TERMS AND CONDITIONS:

A) The acquiring company shall have full powers as of realisation of the merger, in particular for the purpose of bringing and / or defending any and all legal action underway, or new ones , in the place and stead of the acquired company concerning the property contributed and to grant any and all approval to any and all decisions for the purpose of collecting or paying any and all amounts due pursuant to awards or settlements.

B) LES CAVES DE LANDIRAS shall bear and shall pay as of today any and all taxes and levies, insurance premiums and contributions, and any and all ordinary and / or extraordinary charges whatsoever, affecting or which may affect the property and rights contributed and those which are or shall be inherent to the exploitation and / or the ownership of the property contributed.

C) LES CAVES DE LANDIRAS shall execute as of today any and all agreements, contracts and treaties entered into with third parties and with the personnel concerning the exploitation of the property contributed, any and all insurance policies against fire, accidents and other risks and shall be subrogated in any and all rights and obligations resulting therefrom at its risk and peril, and shall have no possibility of action against the acquired company.

D) It shall abide by any and all laws, decrees, government orders, regulations and / or practice concerning exploitation of the type to which the contributed property belongs and shall personally deal with any and all authorisation which may be required, at its risk and peril.

E) LES CAVES DE LANDIRAS shall be subrogated as of today in the profit and the charges of any and all contracts of all kinds properly and validly binding the acquired company to third parties for the exploitation of its business.

It shall personally deal with obtaining approval by any and all third parties to said subrogation, LOUIS ESCHENAUER hereby undertaking for its part, each time that this shall be necessary, to carry out any and all steps necessary for the transfer of these contracts.

F) In conformity with the law, any and all contracts of employment in force, on the date on which the contribution is realised, between the acquired company and those of its employees transferred to the acquiring company, under the law, shall continue to exist between the acquiring company and said employees.

LES CAVES DE LANDIRAS shall consequently be substituted for the acquired company with respect to any and all pensions, and for any and all supplementary pensions which may be due, as well as any and all benefits and / or other charges in kind and / or in cash, including paid leave, and also any and all social security and / or tax charges concerning them.

III – FOR THESE CONTRIBUTIONS, THE LOUIS ESCHENAUER COMPANY HEREBY TAKES THE FOLLOWING UNDERTAKINGS WITH RESPECT TO THE LES CAVES DE LANDIRAS COMPANY

A) The acquired company shall be bound until the date on which the merger is realised, to continue operation of its business activity like the “Reasonable Man” or like a good tradesman and to refrain from doing anything or allowing anyone to do anything which could result in its depreciation.

Furthermore, until the realisation of the merger, the acquired company shall be bound to refrain from carrying out any act of disposal of the corporate assets of said company with respect to the property concerned by the present contribution, apart from routine corporate operations, without the agreement of the acquiring company and to refrain from taking out any exceptional loan without said same agreement, in such a manner as not to affect the contractual values of the contribution on the basis of which the financial foundations of the planned operation have been established.

B) It hereby undertakes to provide LES CAVES DE LANDIRAS with any and all information which the latter may require, and to give it any and all signatures and to supply it with any and all relevant assistance to ensure it, with respect to anyone whomsoever, of the transfer of the property and rights included in the contributions and the complete effect of the present agreements. It shall be bound, in particular, at the first request of LES CAVES DE LANDIRAS, to cause to be drawn up any and all complementary, repeating and / or confirming deeds concerning the present contributions and to supply any and all supporting proof and / or signatures which may be necessary subsequently.

C) It hereby undertakes to hand over and to deliver to LES CAVES DE LANDIRAS, immediately after the realisation of the present contributions, all of the property and rights as set out above, as well as any and all title deeds and documents of any kind whatsoever relating thereto.

CHAPTER IV – GENERAL STATEMENTS

The acquired company hereby states :

- that it has full legal capacity to dispose of its rights and property,
- that it has not been subject to insolvency, and is not subject to any receivership proceedings under the Act of 25 January 1985 amended by the Act of 10 June 1994.
- that it is not at present, nor likely to be subsequently, subject to any form of action which could hinder or forbid it from exercising its business activity.
- that it has obtained any and all contractual, administrative and / or other authorisation which might be necessary to properly and validly ensure transfer of the property contributed, including the consent of the lessors of leased premises should this be necessary.
- that the claims and securities contributed, in particular investment securities, can be freely disposed of ; that they are not subject to any pledge ; that the prior approval procedures to which their transfer to LES CAVES DE LANDIRAS may be subject have been properly carried out.
- that its assets are not threatened by any expropriation measures.
- that the material and equipment and / or other are not subject to any seller's lien or to pledge, it being agreed and understood that if any such entry should be revealed with respect to the acquired company, the latter shall immediately provide proof of lifting thereof and a certificate of striking off at its own expense.
- that the real property and rights contributed are not subject to any lien, mortgage or real surety, it being understood and agreed that if any such entry comes to light with respect to the acquired company, the latter shall immediately provide proof of lifting thereof and a certificate of striking off at its own expense.

- that turnover, before tax, of each of the three last years of operations came to :

| | |
|----------------------------------|----------------|
| - Business year ended 31/12/1997 | 74 862 556 FF |
| - Business year ended 31/12/1998 | 111 174 423 FF |
| - Business year ended 31/12/1999 | 105 645 416 FF |

- that the net book results during the same period, came to :

| | |
|----------------------------------|--------------|
| - Business year ended 31/12/1997 | 190 793 FF |
| - Business year ended 31/12/1998 | 3 345 297 FF |
| - Business year ended 31/12/1999 | 8 427 031 FF |

- that all of the accounting books which refer to said years have been inventoried by the parties who have approved them.

- that LOUIS ESCHENAUER hereby undertakes to hand over and to deliver to LES CAVES DE LANDIRAS the inventoried books, documents and accounting information.

CHAPTER V – TAX AND SOCIAL SECURITY RETURNS

I – GENERAL PROVISIONS

The representatives of the two companies undersigned shall bind the latter to abide by any and all statutory provision in force concerning returns to be filed for payment of company tax and any and all other taxes or levies arising from final realisation of the present merger, within the framework of what shall be set out hereafter.

II - MORE SPECIFIC PROVISIONS

Insofar as these provisions may be applied :

A) REGISTRATION FEES

A merger taking place between two legal entities subject to company law shall benefit from the provisions of article 816 of the French General Tax Code, ipso jure.

Deeds recording the mergers of companies are registered at the sole, fixed registration fee of 1,500 FF with respect to contributions, pure and simple

B) COMPANY TAX

The undersigned, in their capacity, hereby declare that they wish to submit the present merger to the more favourable rules provided for in article 210 A of the French General Tax Code.

Positive or negative results obtained since the date on which the present merger comes into effect, that is to say 1 January 2000, pursuant to operation of the acquired company, shall be included in the taxable results of the acquiring company.

The acquiring company hereby undertakes :

- to take over in its liabilities any and all provisions, taxation of which is deferred with respect to the acquired company, and also the special reserve fund in which the company shall have placed long term capital gains previously subject to company tax at the reduced rates as provided for under article 219 I-a of the French General Tax Code.
- to substitute itself for the acquired company for re incorporation of capital gains, taxation of which shall have been deferred with respect to the latter.
- To calculate capital gains realised subsequently to the transfer of non-amortisable fixed assets received by way of contribution on the basis of the value which said property had, from the tax point of view, in the accounts of the acquired company
- To re-incorporate in its profit subject to company tax, in accordance with the terms and conditions set out in article 210 A of the French General Tax Code, any and all capital gains arising from the merger from the contribution of amortisable property.

C) VALUE ADDED TAX

The parties undersigned hereby declare that they acknowledge that the contribution operations arising from the merger / acquisition shall be deemed to be inexistent for the implementation of the provisions of article 257-7 of the French General Tax Code.

In conformity with "instruction" of 18 February 1981 (B.O.D.G.I. 3 D 81) the acquired company hereby declares that it transfers purely and simply to the acquiring company who shall thus be subrogated in all of its rights and obligations, the "TVA" – VAT – credit to which it may be entitled at the date of realisation of the contribution. However, this transfer shall be limited to the amount of TVA which may arise from taxation of the value of the contributions.

If on the date of approval of the merger agreement, it turns out that there is a TVA credit to be transferred, the acquired company may alternatively, at its convenience, submit a sufficient amount of property contributed to TVA to charge the credit. This taxation would be covered by an invoice setting out refundable TVA for the acquiring firm, in accordance with the terms and conditions of ordinary law.

The acquiring company hereby undertakes to submit to TVA any and all subsequent transfers of investment personal property and, if applicable, to carry out any and all adjustments provided for in article 210 and 215 of Appendix II to the French General Tax Code, which would have been payable if the acquired company had continued to use said property.

The acquiring company hereby undertakes to file with its tax office a return made out in duplicate referring to the merger operation in which it shall mention a) the undertaking on its part to carry out any and all adjustments to which the acquired firm would have been bound and b) the amount of TVA credit possibly transferred, and the undertaking to submit any and all subsequent transfers of investment personal property to TVA.

D) EMPLOYER PARTICIPATION IN BUILDING WORK

The acquiring company, under article 163 of Appendix II of the French General Tax Code, shall be subrogated in all of the rights and obligations of the acquired company with respect to the implementation of regulations concerning obligatory employer investment in the building of homes.

E) EMPLOYER PARTICIPATION IN FURTHER PROFESSIONAL TRAINING

The acquiring company shall be subrogated in all of the rights and obligations of the acquired company under employer participation in the financing of further professional training.

CHAPTER VI – MISCELLANEOUS PROVISIONS

I – FORMALITIES

A) LES CAVES DE LANDIRAS shall, within the statutory time limits, fulfil any and all statutory formalities for publishing and statutory filing concerning the contributions.

B) It shall personally deal with any and all statements and formalities required to be made to any and all administrative bodies concerned, for the purpose of entering the property contributed in its name.

It shall also personally deal, if applicable, with any and all notification to be made in conformity with article 1690 of the French Civil Code to any and all debtors of the claims contributed.

C) In general, it shall carry out any and all necessary formalities for the purpose of making the transfer of the real and personal property contributed to it binding on third parties.

II – RELINQUISHMENT

The representative of the acquired company hereby declares that he purely and simply relinquishes for the latter any and all rights of lien and conditions subsequent which may profit said company, concerning the abovementioned property contributed, in order to guarantee execution of the charges, terms and conditions incumbent upon the acquiring company, in accordance with the terms and conditions of the present agreement.

Consequently, he hereby expressly states that there shall be a dispensation from making any entry in favour of the acquired company for any reasons whatsoever.

III – HANDING OVER OF TITLE DEEDS.

The original copies of the deeds concerning the setting up and amendments thereto of the acquired company, as well as the accounting books, title deeds, certificates concerning securities, proof of ownership of shares and any and all contracts, archives, supporting proofs and other documents concerning the property and rights contributed, are hereby handed over today to LES CAVES DE LANDIRAS.

IV – COSTS

All costs, remuneration and fees to which the merger gives rise, and any and all which shall arise from any follow up thereto, shall be borne by LES CAVES DE LANDIRAS.

V – ADDRESS FOR SERVICE

For the execution of the present agreement and the consequences thereof and for any and all service and / or notice, the addresses for service of the representatives of the companies in question, in their capacity, shall be the registered office of the LES CAVES DE LANDIRAS company, Route de Balizac, F-33720 LANDIRAS.

VI – POWERS

Full powers are hereby expressly granted to :

- we the undersigned, in our capacity, representing the companies concerned by the merger, with the faculty of acting together or separately, for the purpose, if required, of doing everything that is necessary by means of any and all complementary or supplementary deeds.

- the bearers of any and all original copies and / or truly certified abstracts of the present agreement and of any and all documents officially recording the definitive realisation of the merger, for the purpose of executing any and all formalities and any and all declarations, service, filing, entry, publication and / or other.

Signed in LANDIRAS, FRANCE
On 26 July 2000
In 7 original copies.

For the Company
LES CAVES DE LANDIRAS

For the Company
LOUIS ESCHENAUER