



State of Indiana  
Office of the Secretary of State

CERTIFICATE OF MERGER

of

**DIAGEO NORTH AMERICA, INC.**

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that NonQualified Certificate of Merger of the above Connecticut Non-Qualified Foreign Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Miscellaneous.

The following non-surviving entity(s):

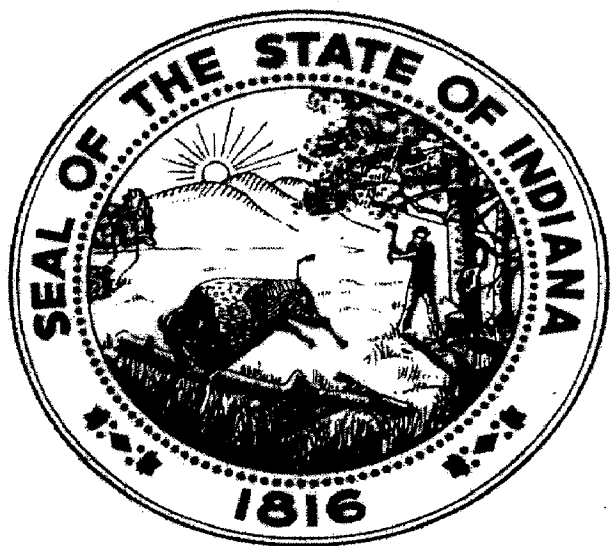
**JOSEPH E. SEAGRAM & SONS, INC.**

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

**DIAGEO NORTH AMERICA, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 16, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 12, 2002.

*Sue Anne Gilroy*

SUE ANNE GILROY,  
SECRETARY OF STATE

2002121 300036 / 2002121394422

TRADEMARK  
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APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE

ARTICLES OF MERGER

OF

JOSEPH E. SEAGRAM & SONS, INC. 193027-050  
an Indiana corporation

WITH AND INTO

DIAGEO NORTH AMERICA, INC. N/L  
a Connecticut corporation

193027-050  
INDIANA  
SECRETARY  
2002 DEC 16 10:11:26

The undersigned corporations, desiring to effect a merger, set forth the following facts:

**ARTICLE I**  
**Surviving Corporation**

The name of the corporation surviving the merger is Diageo North America, Inc. (the "Surviving Corporation"), a Connecticut corporation. The name of the Surviving Corporation will not change as a result of the merger.

**ARTICLE II**  
**Merging Corporation**

The name of the corporation merging into the Surviving Corporation is Joseph E. Seagram & Sons, Inc. (the "Merging Corporation"), an Indiana corporation.

**ARTICLE III**  
**Plan of Merger**

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan of Merger") is attached hereto as "Annex A" and made a part hereof.

**ARTICLE IV**  
**Effective Time**

The merger shall become effective at 12:00:01 a.m., Eastern Standard Time, on December 16, 2002.

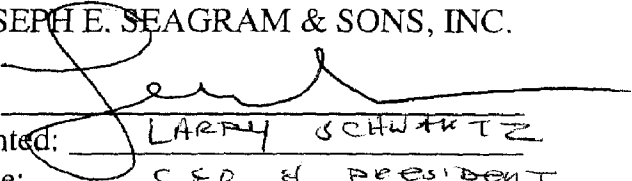
**ARTICLE V**  
**Manner of Adoption and Vote**

Section 1. Action by Surviving Corporation. The Board of Directors of the Surviving Corporation approved the Plan of Merger by written consent dated as of December 11, 2002. Pursuant to Section 33-818 of the Connecticut Business Corporation Act, approval of the Plan of Merger by the shareholders of the Surviving Corporation is not required.

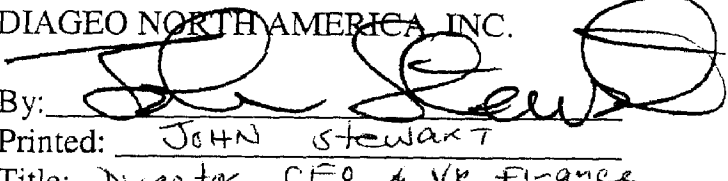
Section 2. Action by Merging Corporation. The Merging Corporation is a wholly-owned subsidiary of the Surviving Corporation. The Board of Directors of the Merging Corporation approved the Plan of Merger by written consent dated December 11, 2002. Pursuant to Sections 40-4 and 40-8 of the Indiana Business Corporation Law, approval of the Plan of Merger by the shareholders of the Merging Corporation is not required.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be signed by their duly authorized officers on this 11<sup>th</sup> day of December, 2002.

JOSEPH E. SEAGRAM & SONS, INC.

By:   
Printed: LARRY SCHWARTZ  
Title: CEO & PRESIDENT

DIAGEO NORTH AMERICA, INC.

By:   
Printed: JOHN STEWART  
Title: Director, CFO & VP Finance

# ANNEX A

**AGREEMENT AND PLAN  
OF MERGER OF  
JOSEPH E. SEAGRAM & SONS, INC.  
INTO  
DIAGEO NORTH AMERICA, INC.**

THIS AGREEMENT, dated as of December 11, 2002, by and among Diageo North America, Inc., a Connecticut corporation ("Diageo" or the "Surviving Corporation") and Joseph E. Seagram & Sons, Inc., an Indiana corporation ("JESS" and, together with Diageo, the "Constituent Corporations").

**WITNESSETH:**

WHEREAS, Diageo is a corporation duly organized and existing under the laws of the State of Connecticut;

WHEREAS, JESS is a corporation duly organized and existing under the laws of the State of Indiana;

WHEREAS, Diageo has an authorized capitalization consisting of 1,000 shares of common stock, no par value, all of which are issued and outstanding ("Diageo Common Stock");

WHEREAS, JESS has an authorized capitalization consisting of 250,000 shares of common stock, \$1.00 par value, all of which are issued and outstanding ("JESS Common Stock"), and 129,151.5 shares of 6% non-cumulative preferred shares, of which 120,694 shares are issued and outstanding ("JESS Preferred Stock");

WHEREAS, Diageo owns all of the issued and outstanding JESS Common Stock and JESS Preferred Stock;

and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it desirable, upon the terms and subject to the conditions herein stated, that JESS be merged with and into Diageo and that Diageo be the surviving corporation.

NOW, THEREFORE, it is agreed as follows:

Section 1. Terms

1.1 On the Effective Date (hereinafter defined), JESS shall be merged with and into Diageo, with Diageo as the surviving corporation (the "Merger").

1.2 Upon the Effective Date:

(a) The then outstanding shares of Diageo Common Stock shall continue unchanged as the outstanding shares of the Surviving Corporation.

(b) The shares of JESS Common Stock and JESS Preferred Stock that shall be issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any further action on the part of the holder thereof, be cancelled and cease to exist.

(c) The Surviving Corporation shall thereupon have and hold all of the assets of and assume all of the liabilities and obligations of JESS and thereafter possess all of the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all property and choses in action belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation (not pursuant to contract but by operation of law), all in the manner and to the fullest extent provided by the Connecticut Business Corporation Act and the Indiana Business Corporation Law.

(d) The assets and liabilities of JESS shall be taken up or continued, as the case may be, on the books of the Surviving Corporation, and the surplus of the Constituent Corporations that was available for the payment of dividends or of other distributions to shareholders immediately prior to the Merger shall continue to be available to the Surviving Corporation for such payments to the same extent as before the Merger, except as otherwise required by law.

(e) The employees of JESS shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of JESS.

(f) The directors and officers of the Surviving Corporation shall, on and after the Effective Date, be the directors and officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation or as otherwise provided by law.

Section 2. Effective Date

The Merger shall become effective at 12:00:01 a.m., Eastern Standard Time, on December 16, 2002 (such date being herein referred to as the "Effective Date").

Section 3. Certificate of Incorporation and By-Laws; Name

3.1 The Certificate of Incorporation of Diageo in effect on the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.



3.2 The By-Laws of Diageo in effect on the Effective Date shall be the By-Laws of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

3.3 At the Effective Date, the corporate name of the Surviving Corporation shall be "Diageo North America, Inc."

Section 4. Amendment and Termination; Waiver

4.1 At any time prior to the filing of a certificate of merger with the Secretary of the State of the State of Connecticut and the articles of merger with the Secretary of State of the State of Indiana, this Agreement may be amended by the Boards of Directors of Diageo and JESS to the extent permitted by Connecticut law and Indiana law.

4.2 At any time prior to the filing of the aforesaid certificate of merger with the Secretary of the State of the State of Connecticut and the articles of merger with the Secretary of State of the State of Indiana, this Agreement may be terminated and abandoned by the Board of Directors of either Diageo or JESS.

4.3 Diageo, as the sole shareholder of JESS, hereby waives the mailing requirement with respect to this Agreement set forth in Section 33-818 of the Connecticut Business Corporation Act and Section 23-1-40-4 of the Indiana Business Corporation Law.

IN WITNESS WHEREOF, Diageo North America, Inc. and Joseph E. Seagram & Sons,

Inc. have each caused this Agreement to be executed by its duly authorized officer, and attested

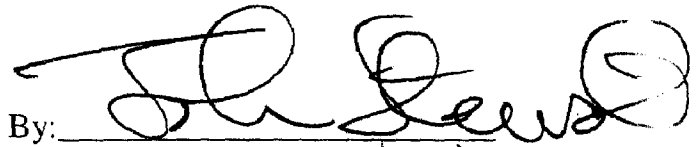
by its Assistant Secretary, all as of the date first above written.

ATTEST:



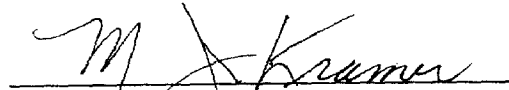
Name: Daniel Femiak  
Title: Assistant Secretary

DIAGEO NORTH AMERICA, INC.

By: 

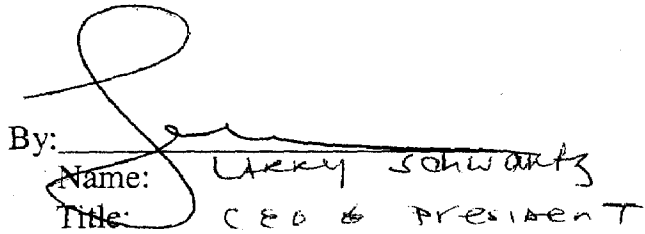
Name: JOHN STEWART  
Title: CFO, VP Finance

ATTEST:



Name: Mary J. Kramer  
Title: Assistant Secretary

JOSEPH E. SEAGRAM & SONS, INC.

By: 

Name: Larry Schwartz  
Title: CEO & PRESIDENT