

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Opposition No. 125,436

Serial No. 76112825

Bacardi & Company Limited (by assignment from Tequila Cazadores, S.A. de C.V.)

v.

Tequila Centinela, S.A. de C.V.

Mark: CABRITO & Design

**COVER SHEET**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202  
BOX TTAB NO FEE

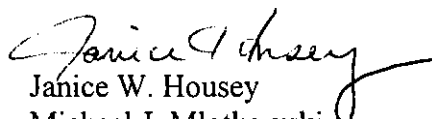
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Madam:

Enclosed for filing in connection with the above-referenced matter, please find the following:

- Response to TTAB Decision (with exhibits)

Respectfully submitted,

  
Janice W. Housey  
Michael J. Mlotkowski  
Counsel for Opposer

Date: March 25, 2004

Roberts, Mlotkowski & Hobbes, P.C.  
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McLean, VA 22102  
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

-----X	:	
Bacardi & Company Limited,	:	
(by assignment from	:	
Tequila Cazadores, S.A. de C.V.)	:	
	:	
Opposer,	:	
	:	
v.	:	Opposition No. 125,436
	:	
Tequila Centinela, S.A. de C.V.,	:	Ser. No. 76/112,825
	:	Mark: CABRITO and Design
	:	
Applicant.	:	
-----X	:	

RESPONSE TO TTAB DECISION

In response to the Trademark Trial and Appeal Board dated February 24, 2004, Opposer, Bacardi & Company Limited ("Bacardi"), submits herewith the documentation in support of its standing in the subject opposition. Specifically, as Bacardi has stated for the record, it has acquired title in the CAZADORES trademarks from its predecessor-in-interest, Tequila Cazadores, S.A. de C.V. ("Tequila Cazadores").

Bacardi respectfully informs the Board that it acquired the CAZADORES trademarks from Tequila Cazadores through a series of agreements executed between the parties and their affiliates. In light of the sensitive—and highly confidential—nature of such documents, Bacardi also entered into confirmatory assignments confirming the chain of title. Further, many of the documents related

to the complex transaction involved foreign companies and the relevant documents are not in English. As the Board and Applicant are surely aware, the use of confirmatory assignments to simplify recordation of intellectual property ownership changes is standard practice. In fact the Trademark Rules of Practice anticipate such documents in that Rule 3.25 provides, in relevant part, as follows:

Recording requirements for trademark applications and registrations.

(a) *Documents affecting title.* To record documents affecting title to a trademark application or registration, a legible cover sheet (see §3.31) and one of the following must be submitted:

- (1) The original document;
  - (2) A copy of the document;
  - (3) A copy of an extract from the document evidencing the effect on title; or
  - (4) A statement signed by both the party conveying the interest and the party receiving the interest explaining how the conveyance affects title.
- (b) *Name changes.* Only a legible cover sheet is required (See §3.31).

To complicate matters in the instant case, prior to the execution of the confirmatory assignment documentation, Tequila Cazadores underwent a name change. Therefore, Bacardi submits the following documentation in support of its ownership of the CAZADORES trademarks and thus, its standing:

- (1) Name Change of Tequila Cazadores to Grupo Industrial Tlajomulco on September 2, 2002 (Exhibit 1)
  - (a) Document in Spanish showing name change;
  - (b) Verified English translation of name change document;

- (c) Assignment cover sheet requesting recordation (without supporting documentation in accordance with current Assignment Branch practice); and
  - (d) Cover Sheet with Re-Submitted Cover Sheet (to correct informality) (recordation is pending)
- (2) Confirmatory Assignment from Grupo Industrial Tlajomulco (by change of name from Tequila Cazadores) to Domino Recreativo (effective date: May 31, 2002; signature date: May 20, 2003) (Exhibit 2)
  - (a) Assignment document;
  - (b) Assignment cover sheet requesting recordation; and
  - (c) Reel and Frame number assignment;
- (3) Confirmatory Assignment from Domino Recreativo to Bacardi (effective date: May 31, 2002; signature date: April 2, 2003) (Exhibit 3)
  - (a) Assignment document;
  - (b) Assignment cover sheet requesting recordation; and
  - (c) Reel and Frame number assignment;
- (4) Declaration in Support of the assignment chain (Exhibit 4); and
- (5) Agreement on Purchase and Sale of Intellectual Property and Related Intangibles by and between Domino Recreativo and Bacardi, redacted for confidentiality (Exhibit 5)

Opposer also encloses herewith as Exhibit 6 a copy of the CAZADORES registration (Reg. No. 1863882) pleaded in the Notice of Opposition. Opposer notes that the change of name (i.e., from Tequila Cazadores to Grupo Industrial Tlajomulco) recordation remains pending in the Assignment Branch; however, the assignment from Grupo Industrial Tlajomulco to Domino Recreativo and Domino Recreativo to Bacardi have been properly recorded. Further, Opposer has

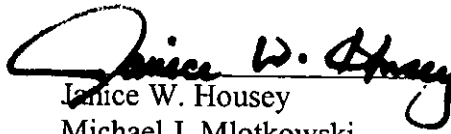
included herewith proper documentation showing the name change from Tequila Cazadores to Grupo Industrial Tlajomulco. (See Exhibit 1)

WHEREFORE, Bacardi & Company Limited respectfully requests that the Board's judgment be entered in its favor and the summary judgment be granted.

Respectfully submitted,

Bacardi & Company Limited

Date: March 23, 2004



Janice W. Housey

Michael J. Mlotkowski

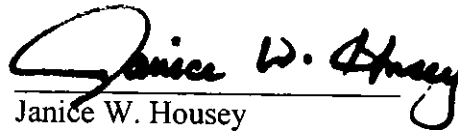
Counsel for Opposer Bacardi & Company Limited

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CERTIFICATE OF SERVICE

On this 25th day of March 2004, a true and correct copy of the foregoing Response to TTAB Decision was sent via first class mail, postage prepaid and addressed as follows:

Jeffrey H. Kaufman, Esquire  
OBLON, SPIVAK et al.  
1940 Duke Street  
Alexandria, Virginia 22314

  
Janice W. Housey

# **Exhibit 1**

**Opposition No. 125,436  
Bacardi & Company Limited**

## **Exhibit 1(a)**

**Opposition No. 125,436  
Bacardi & Company Limited**

--- ESCRITURA PÚBLICA NÚMERO 53,058 CINCUENTA Y TRES MIL CINCUENTA Y OCHO.---

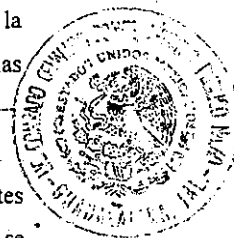
--- TOMO NÚMERO 229 DOSCIENTOS VEINTINUEVE.---

--- En la Ciudad de Guadalajara, Jalisco, a los 2 dos días del mes de Septiembre del año 2002 dos mil dos, ante mí Licenciado CONRADO CEVALLOS PONCE, Notario Público Titular número 60 sesenta de ésta Municipalidad, comparece el señor GUSTAVO DE LUNA CRUZ, en su carácter de **DELEGADO ESPECIAL** de la Asamblea General Extraordinaria celebrada de Accionistas de la Empresa Mercantil denominada "**TEQUILA CAZADORES**", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, a solicitar la protocolización del Acta materia de esta escritura, para lo cual otorga las siguientes Declaraciones y Cláusulas:-----

#### DECLARACIONES:

--- I.- El señor GUSTAVO DE LUNA CRUZ, con el carácter antes mencionado declara, bajo protesta de decir verdad, que su representada se constituyó legalmente con **Permiso** otorgado por la Secretaría de Relaciones Exteriores número 09042195 cero, nueve, cero, cuatro, dos, uno, nueve, cinco, Expediente número 9409040649 nueve, cuatro, cero, nueve, cero, cuatro, cero, seis, cuatro, nueve, Folio número 71999 siete, uno, nueve, nueve, nueve; mediante **Escritura Pública** número 8,776 ocho mil setecientos setenta y seis, otorgada en esta ciudad de Guadalajara en el Estado de Jalisco, con fecha del día 2 dos del mes de Enero de 1995 mil novecientos noventa y cinco, ante la fe del Licenciado Luis Fernando González Landeros, Notario Público Suplente Adscrito y Asociado al Titular Número 53 cincuenta y tres de ésta Municipalidad, cuyo 1er. primer testimonio quedó registrado bajo la **Inscripción** número 106 ciento seis, del **Tomo** número 1 uno del **Libro** 1º Primero del Registro de Comercio a cargo del Registro Público de la Propiedad de Arandas, Jalisco; habiéndose constituido en ese tiempo con un **capital social** de \$50,000.00 (cincuenta mil nuevos pesos 00/100 cero centavos moneda nacional), con una **duración** de 99 noventa y nueve años, con **domicilio social** en Arandas, Jalisco, y con **objeto social**, entre otros: La elaboración, maquila, venta, distribución y envase de bebidas con o sin contenido alcohólico y similares, su importación y exportación de las mismas, ejercer todos los actos de comercio nacionales e internacionales, compra, venta, arrendamiento y subarrendamiento de bienes muebles e inmuebles.-----

--- II.- Continúa declarando que posteriormente hubo **MODIFICACIONES**, efectuadas a la Escritura Pública Constitutiva de la empresa mercantil



denominada "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, son:-----

----- A) Por Instrumento Notarial número 44,699 cuarenta y cuatro mil seiscientos noventa y nueve, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 30 treinta del mes de Junio del año de 1999 mil novecientos noventa y nueve, ante la fe del suscrito Notario; la cual se encuentra debidamente registrada con fecha del día 13 trece del mes de Julio del año de 1999 mil novecientos noventa y nueve, bajo Inscripción número 213 doscientos trece, del Tomo número 2 dos, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS celebrada con fecha del día 4 cuatro del mes de Julio del año de 1995 mil novecientos noventa y cinco, en la que entre otras cosas se acordó: **1. AUMENTO DE CAPITAL EN SU PARTE VARIABLE** en N\$5'075,000.00 (cinco millones setenta y cinco mil nuevos pesos 00/100 cero centavos Moneda Nacional) identificado como acciones de la Serie letra "B" representado por 5,075 cinco mil setenta y cinco acciones con valor nominal de \$1,000.00 (un mil pesos 00/100 cero centavos Moneda Nacional), cada una, siendo éste aumento en la misma proporción en que a cada uno de los accionistas participe del haber social.-----

----- B) Mediante Escritura Pública número 44,700 cuarenta y cuatro mil setecientos, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 30 treinta del mes de Junio del año de 1999 mil novecientos noventa y nueve, ante la fe del suscrito Notario; la cual se encuentra debidamente registrada con fecha del día 13 trece del mes de Julio del año de 1999 mil novecientos noventa y nueve, bajo Inscripción número 214 doscientos catorce, del Tomo número 2 dos, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS celebrada con fecha del día 9 nueve del mes de Junio del año de 1997 mil novecientos noventa y siete, en la que entre otras cosas se acordó: **1. AUMENTO DE CAPITAL SOCIAL EN SU PARTE VARIABLE**, que asciende a la cantidad de \$60'000,000.00 (sesenta millones de pesos 00/100 cero centavos Moneda Nacional), aumento identificado con las acciones correspondientes a la Serie letra "C", representado por 60,000 sesenta mil acciones con valor nominal de \$1,000.00 (un mil pesos 00/100 cero centavos Moneda Nacional), cada una. **2. MODIFICACIÓN A LA**

**CLÁUSULA 29ª VIGÉSIMA NOVENA DEL ACTA CONSTITUTIVA, RELATIVO A LA ADMINISTRACIÓN DE LA SOCIEDAD,** cuya redacción es: ".....- La sociedad será administrada por un Administrador General o un Consejo de Administración, que estará formado por un Presidente, un Secretario, un Tesorero y siete Vocales. El Administrador General o el Consejo, podrán designar los funcionarios, apoderados, gerentes o dependientes que estime convenientes o necesarios a quienes en el Poder que al efecto les otorguen se le señalará sus funciones y facultades."- **3. CAMBIO EN LA FORMA DE ADMINISTRAR LA SOCIEDAD, DE ADMINISTRADOR GENERAL A CONSEJO DE ADMINISTRACIÓN Y SU INTEGRACIÓN,** con efectos a partir del día 1º primero del mes de Enero del



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año de 1998 mil novecientos noventa y ocho.-----  
Por Instrumento Notarial número 3,156 tres mil ciento cincuenta y seis, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 10 treinta del mes de Agosto del año 2000 dos mil, ante la fe del Licenciado Oscar Maciel Rábago, Notario Público Titular número 12 doce, de la Municipalidad de Zapopan, Jalisco, Zona Metropolitana; la cual se encuentra debidamente registrada con fecha del día 31 treinta y uno del mes de Agosto del año 2000 dos mil, bajo Inscripción número 30 treinta, del Tomo número 3 tres, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS celebrada con fecha del día 5 cinco del mes de Julio del año 2000 dos mil, en la que entre otras cosas se acordó: **1. MODIFICACIÓN A LA CLÁUSULA 6ª SEXTA DE LOS ESTATUTOS SOCIALES, RELATIVA AL OBJETO SOCIAL,** cuya redacción es: ".....- El objeto de la Sociedad será: La elaboración, maquila, venta, distribución, y envase de bebidas con o sin contenido alcohólico y similares, su importación y exportación de las mismas. Ejercer todos los actos de comercio, nacionales e internacionales, compra, venta, arrendamiento y subarrendamiento de bienes muebles e inmuebles. El otorgamiento de avales y ser fiador de terceros."-----

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D) Mediante Escritura Pública número 13,791 trece mil setecientos noventa y uno, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 19 diecinueve del mes de Octubre del año 2001 dos mil uno, ante la fe del Licenciado Luis Fernando González Landeros, Notario Público Suplente Adscrito y Asociado al Titular número 53 cincuenta y tres, de ésta Municipalidad; la cual se encuentra debidamente registrada con fecha del día 5 cinco del mes de

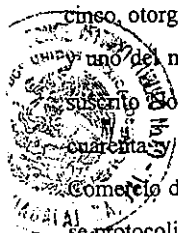
Noviembre del año 2001 dos mil uno, bajo Inscripción número 140 ciento cuarenta, del Tomo número 3 tres, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS celebrada con fecha del día 14 catorce del mes de Julio del año de 2000 dos mil, en la que entre otras cosas se acordó: **1. MODIFICACIÓN DE LA CLÁUSULA 7ª SÉPTIMA DEL CONTRATO SOCIAL, RELATIVA AL CAMBIO DE VALOR NOMINAL DE LAS ACCIONES** de \$1,000.00 (un mil pesos 00/100 cero centavos Moneda Nacional) a \$500.00 (quinientos pesos 00/100 cero centavos Moneda Nacional).- **2. AUMENTO DE CAPITAL SOCIAL FIJO, PACTADO EN LA CLÁUSULA 7ª SÉPTIMA DEL ACTA CONSTITUTIVA**, de la cantidad de \$50,000.00 (cincuenta mil pesos 00/100 cero centavos Moneda Nacional) a \$30'000,000.00 (treinta millones de pesos 00/100 cero centavos Moneda Nacional), modificándose el 1er. primer y 2º segundo párrafo de la citada cláusula en cuanto al número de acciones, subsistiendo las acciones de las Series letras "A" (60,000 sesenta mil, capital social fijo o mínimo de \$30'000,000.00 treinta millones de pesos 00/100 cero centavos Moneda Nacional a \$500.00 quinientos pesos 00/100 cero centavos Moneda Nacional cada una) y "B-1" letra "B", guión, número uno (capital social variable o máximo ilimitado).- **3. MODIFICACIONES A LAS CLÁUSULAS 29ª VIGÉSIMA NOVENA Y 30ª TRIGÉSIMA DEL ACTA CONSTITUTIVA, RELATIVA A LA INTEGRACIÓN Y FACULTADES DEL CONSEJO DE ADMINISTRACIÓN**, cambios que consisten en que el Consejo de Administración se integrará por 1 un Presidente, 1 un Secretario y 6 seis Vocales y se añade un 2º segundo párrafo al inciso letra "c)" que se refiere al dominio sobre los bienes de la sociedad, siendo éste añadido una limitación.- **4. RENUNCIA DEL PRESIDENTE DEL CONSEJO DE ADMINISTRACIÓN Y DEL COMISARIO E INTEGRACIÓN DEL NUEVO CONSEJO DE ADMINISTRACIÓN, NOMBRAMIENTO DE COMISARIO**, con efectos a partir del día 1º primero del mes de Septiembre del año 2000 dos mil, Y **NOMBRAMIENTO DE DIRECTOR GENERAL CON OTORGAMIENTO DE FACULTADES**.-----

--- E) Por Instrumento Notarial número 51,704 cincuenta y un mil setecientos cuatro, otorgado en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 31 treinta y uno del mes de Diciembre del año 2001 dos mil uno, ante la fe del suscrito Notario; la cual se encuentra debidamente registrada con fecha del

día 11 once del mes de Enero del año 2002 dos mil dos, bajo **Inscripción** número 150 ciento cincuenta, del **Tomo** número 3 tres, del **Libro** número 1° Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el **ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS** celebrada con fecha del día 10 diez del mes de Agosto del año de 2001 dos mil uno, en la que se acordó: **SUPRIMIR LA CLÁUSULA 42° CUADRAGÉSIMA SEGUNDA DEL ACTA CONSTITUTIVA.**-----



— F) Mediante Escritura Pública número 51,705 cincuenta y un mil setecientos cinco, otorgada en esta ciudad de Guadalajara, Jalisco, con fecha del día 31 treinta



uno del mes de Diciembre del año 2001 dos mil uno, también ante la fe del suscrito Notario; la cual se encuentra registrada bajo la **Inscripción** 149 ciento cuarenta y nueve del **Tomo** 3 tres, **Libro** Primero del Registro Público de Comercio dependiente del Registro Público de la Propiedad de Arandas, Jalisco, se protocolizó el **ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA**

DE ACCIONISTAS de fecha del día 3 tres de diciembre del 2001 dos mil uno, en la cual se tomó entre otros acuerdos: Presentación y, en su caso, aprobación de los estados financieros de Tequila Cazadores, Sociedad Anónima de Capital Variable al día 31 treinta y uno del mes de Octubre del año 2001 dos mil uno.- II. Discusión y, en su caso, aprobación de la escisión de Tequila Cazadores, Sociedad Anónima de Capital Variable, subsistiendo como sociedad escidente y constituyéndose una nueva sociedad anónima de capital variable que se denominará Dominó Recreativo, Sociedad Anónima de Capital Variable, como sociedad escindida, así como el acuerdo respecto de la distribución de los activos, pasivos y capital entre la sociedad escidente y la sociedad escindida y la consecuente aprobación de la disminución del capital social en su parte variable de Tequila Cazadores, Sociedad Anónima de Capital Variable por efecto de la escisión, y la distribución del capital social de la sociedad escidente y de la sociedad escindida entre los accionistas.- III. Discusión y, en su caso, aprobación de los estatutos sociales de la sociedad escindida y compulsas de los estatutos sociales de la sociedad escidente.- IV. Discusión y, en su caso, aprobación de las cláusulas transitorias de la sociedad escindida.- V. Discusión y, en su caso, ratificación de funcionarios y comisario de la sociedad escidente.-----

— G) Por Instrumento Notarial número 51,822 cincuenta y un mil ochocientos veintidós, otorgado en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha 25 veinticinco días del mes de Enero del año 2002 dos mil dos, ante la fe del suscrito Notario; la cual se encuentra debidamente registrada con fecha del día

31 treinta y uno del mes de Enero del año 2002 dos mil dos, bajo Inscripción número 153 ciento cincuenta y tres, del Tomo número 3 tres, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL ORDINARIA DE ACCIONISTAS celebrada con fecha del día 5 cinco del mes de Marzo del año 2001 dos mil uno, en la que se tomó, entre otros acuerdos: La Renuncia del Sr. J. Felix Bañuelos Ramírez al cargo de Director General y Nombramiento de nuevo Director General y Otorgamiento de poderes.-----

----- H) Y, finalmente, por medio de Escritura Pública número 52,003 cincuenta y dos mil tres, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha 22 veintidós días del mes de Febrero del año 2002 dos mil dos, ante la fe del suscrito Notario; la cual se encuentra debidamente registrada con fecha del día 27 veintisiete del mes de Febrero del año 2002 dos mil dos, bajo Inscripción número 162 ciento sesenta y dos, del Tomo número 3 tres, del Libro número 1º Primero, del Registro Público de Comercio, dependiente del Registro Público de la Propiedad, de Arandas, Jalisco, se protocolizó el ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS celebrada con fecha del día 1º primero del mes de Febrero del año 2002 dos mil dos, en la que se tomó entre otros acuerdos: I. Aprobación respecto de la propuesta para enajenar los activos de la Sociedad, que son utilizados para la elaboración y venta de tequila bajo la marca "Cazadores", que se encuentran ubicados en la planta de la Sociedad ubicada en Kilómetro 3, Libramiento Sur, Arandas, Jalisco, incluyendo la planta misma.- II. Autorización para negociar los términos y condiciones del o los contratos para la venta de activos, autorizándose a los señores León Bañuelos Ramírez y José de Jesús Chávez González para que conjuntamente negocien los términos y condiciones del o los contratos de compraventa y demás contratos o documentos que deban ser firmados para llevar a cabo la operación.- III. Otorgamiento de los poderes generales amplísimos al señor Félix Bañuelos Jiménez, al señor León Bañuelos Ramírez y al señor José María Bañuelos Ramírez, para que conjuntamente y en representación de la Sociedad los 3 tres apoderados firmen toda la documentación para la venta de los activos de la Sociedad.-----

----- III. ACTA A PROTOCOLIZAR.- Que de conformidad con lo dispuesto por el artículo 194 ciento noventa y cuatro, párrafo 3º tercero, de la Ley General de Sociedades Mercantiles, el compareciente me presenta: el Acta de LA Asamblea General Extraordinaria de Accionistas de "TEQUILA

CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, celebrada en la Ciudad de Arandas, en el Estado de Jalisco, con fecha del día 1º primero del mes de Agosto del año 2002 dos mil dos, misma que transcribo íntegramente a continuación:-----



---- "ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE ACCIONISTAS DE TEQUILA CAZADORES, S.A. DE C.V., CELEBRADA EL DIA 1 DE AGOSTO DE 2002.- En la Ciudad de Arandas, Estado de Jalisco, a las 10:00 horas del día 1 de Agosto de 2002, se reunieron en el domicilio social de Tequila Cazadores, S.A. de C.V. (la "Sociedad"), los accionistas que se mencionan en la lista de asistencia que se transcribe más adelante, con el objeto de celebrar una asamblea general extraordinaria de accionistas. Estuvo también presente el señor Francisco Ibarra Ramos, comisario de la sociedad.- Presidió la asamblea el señor Don Félix Bañuelos Jiménez y actuó como secretario el señor José María Bañuelos Ramírez, por designación unánime de los accionistas presentes.- El presidente designó escrutadores a los señores León Bañuelos Ramírez y Juan Bañuelos Ramírez, quienes después de aceptar sus cargos, revisaron el libro de registro de acciones, los títulos de acciones, e hicieron constar que se encontraban representadas en la asamblea el total de las 122,950 acciones actualmente en circulación y totalmente pagadas, nominativas y cada una con valor nominal de \$500.00 (Quinientos pesos 00/100 M.N.), por lo que se encuentra presente o representado el 100% (cien por ciento) del capital social en circulación de Tequila Cazadores, S.A. de C.V., que asciende a la suma de \$61'475,000.00 (Sesenta y un millones cuatrocientos setenta y cinco mil pesos 00/100 M.N.). A continuación, los escrutadores y el secretario prepararon la lista de asistencia respectiva, que como Anexo "A" se agrega al legajo de esta acta, y cuyo texto literal es el siguiente:-----

---- "Lista de Asistencia a la Asamblea General Extraordinaria de Accionistas de Tequila Cazadores, S.A. de C.V., celebrada el día 1 de Agosto de 2002, con expresión del número de acciones y, por consiguiente, de votos que poseen o representan los asistentes:-----

<u>Accionista</u>	<u>Acciones Serie</u>	<u>Acciones</u>	<u>No. de</u>	<u>Firmas</u>
	<u>A</u>	<u>Serie B</u>	<u>Votos</u>	
Félix Bañuelos Jiménez---	6,000	6,295	12,295	(Firma Ilegible)
María Teresa Ramírez Estrada, representada por Félix Bañuelos Jiménez	6,000	6,295	12,295	(Firma Ilegible)

Gabriela Bañuelos Ramírez, representada por Félix Bañuelos Jiménez	6,000	6,295	12,295	(Firma Ilegible)
León Bañuelos Ramírez---	6,000	6,295	12,295	(Firma Ilegible)
J. Félix Bañuelos Ramírez,	6,000	6,295	12,295	(Firma Ilegible)
José María Bañuelos Ramírez	6,000	6,295	12,295	(Firma Ilegible)
Ana Isabel Bañuelos Ramírez, representada por Félix Bañuelos Jiménez	6,000	6,295	12,295	(Firma Ilegible)
Juan Bañuelos Ramírez,	6,000	6,295	12,295	(Firma Ilegible)
Pablo Bañuelos Ramírez,	6,000	6,295	12,295	(Firma Ilegible)
Guillermo Bañuelos Ramírez,	6,000	6,295	12,295	(Firma Ilegible)
<b>Total</b>	<b>60,000</b>	<b>62,950</b>	<b>122,950</b>	

---- Los suscritos, escrutadores y secretario de la asamblea a que la presente lista se refiere, certificamos que se encuentran debidamente representadas 122,950 acciones con valor nominal de \$500.00 (Quinientos pesos 00/100 M.N.) cada una, es decir el 100% (cien por ciento) de la totalidad de las acciones en que se divide el capital social de esta Sociedad que a la fecha asciende a la cantidad de \$61'475,000.00 (Sesenta y un millones cuatrocientos setenta y cinco mil pesos 00/100 M.N.).- Arandas, Jalisco, a 1 de Agosto de 2002. El escrutador: León Bañuelos Ramírez (firmado). El escrutador: Juan Bañuelos Ramírez (firmado). El secretario: José María Bañuelos Ramírez (firmado)."- Con base en la certificación extendida por los escrutadores y el secretario y por estar presentes la totalidad de los accionistas de la sociedad, por lo cual no fue necesario publicar la convocatoria para la asamblea de conformidad con la cláusula vigésima de los estatutos sociales de la sociedad y el artículo 188 de la Ley General de Sociedades Mercantiles, el presidente declaró la asamblea legalmente instalada y válidos los acuerdos que en ella se adopten. Acto seguido, los presentes pasaron a tratar los asuntos contenidos en siguiente:- Orden del Día.- I. Discusión y, en su caso, aprobación del cambio de denominación social.- II. Designación del delegado o delegados especiales para formalizar y

ejecutar, en su caso, las resoluciones adoptadas por esta asamblea.- Acto seguido, se procedió a tratar los puntos contenidos en el orden del día para la asamblea general extraordinaria como sigue:- **I. Discusión y, en su caso, aprobación del cambio de denominación social.**- En desahogo del primer punto del orden del día, el presidente de la asamblea señaló que era necesario realizar el cambio de denominación social "Tequila Cazadores, S.A. de C.V.", para lo cual se presentaron 5 propuestas.- Una vez discutida la propuesta del presidente, los accionistas presentes aprobaron por unanimidad de votos las siguientes:-

**RESOLUCIÓN I.A.-** Se resuelve cambiar de denominación social de Tequila Cazadores, S. A de C.V. y adoptar una de las siguientes 5 opciones: 1)TECAZA, S.A. DE C.V. 2) GRUPO TC, S.A. DE C.V. y 3) INDUSTRIAL SANTA ANITA, S.A. DE C.V. 4).- GRUPO INDUSTRIAL TLAJOMULCO, S.A. DE C.V. 5).- GRUPO INDUSTRIAL SANTA MARIA, S.A. DE C.V., Se autoriza al delegado especial de esta asamblea o al notario de su elección para tramitar el

permiso de cambio de denominación social ante la Secretaría de Relaciones Exteriores. Se aprueba realizar el cambio de denominación de la Sociedad con denominación que autorice la Secretaría de Relaciones Exteriores. Se aprueba modificar el artículo primero de los Estatutos sociales de Tequila Cazadores, S.A. de C.V. para reflejar el cambio de la denominación de la Sociedad.- **II. Designación del delegado o delegados especiales para formalizar y ejecutar, en su caso, las resoluciones adoptadas por esta asamblea.**- Los accionistas por unanimidad de votos adoptaron la siguiente: **RESOLUCIÓN II.A.-** Se resuelve designar a Gustavo de Luna Cruz, como delegado especial de esta asamblea para que en sustitución del presidente o el secretario de la asamblea, acudan ante notario público o corredor público de su elección para protocolizar la presente acta y realice cualquier gestión ante el Registro Público de Comercio, así como para expida las copias simples o certificadas que de esta acta se lleguen a necesitar, y lleve a cabo los demás actos específicamente autorizados por la asamblea y señalados en las resoluciones anteriores.- No habiendo otro asunto que tratar por haber quedado así agotado las ordenes del día para esta asamblea, se levantó la sesión, previa la redacción del acta de la misma que, una vez leída y aprobada por todos los presentes, fue autorizada con su firma por el presidente, el secretario y el comisario.- Se hace constar que durante el tiempo en que se desarrolló la presente asamblea, desde su inicio hasta su terminación, estuvieron presentes o representados los accionistas que representan la totalidad del capital social.- Se levantó la asamblea siendo las 11:00 horas del día de su fecha y la firman el presidente y el secretario de la asamblea y el comisario.-



Presidente.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- Sr. Félix Bañuelos Jiménez.- Secretario.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- Sr. José María Bañuelos Ramírez.- Comisario.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- Sr. Francisco Ibarra Ramos.- FIRMADO.- 5 CINCO FIRMAS ILEGIBLES.-----

---- Lista de Asistencia a la Asamblea General Extraordinaria de Accionistas de Tequila Cazadores, S.A. de C.V., celebrada el día 1 de Agosto de 2002, con expresión del número de acciones y, por consiguiente, de votos que poseen o representan los asistentes:-----

<u>Accionista</u>	<u>Acciones Serie</u> <u>A</u>	<u>Acciones</u> <u>Serie B</u>	<u>No. de</u> <u>Votos</u>	<u>Firmas</u>
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<b>Total</b>	<b>60,000</b>	<b>62,950</b>	<b>122,950</b>	

---- Los suscritos, escrutadores y secretario de la asamblea a que la presente lista se refiere, certificamos que se encuentran debidamente representadas 122,950 acciones con valor nominal de \$500.00 (Quinientos pesos 00/100

M.N.) cada una, es decir el 100% (cien por ciento) de la totalidad de las acciones en que se divide el capital social de esta Sociedad que a la fecha asciende a la cantidad de \$61'475,000.00 (Sesenta y un millones cuatrocientos setenta y cinco mil pesos 00/100 M.N.).- Arandas, Jalisco, a 1 de Agosto de 2002.- El Escrutador.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- León Bañuelos Ramírez.- El Escrutador.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- Juan Bañuelos Ramírez.- El Secretario.- José María Bañuelos Ramírez.- FIRMADO.- 1 UNA FIRMA ILEGIBLE."-----

Una vez transcrita el acta de la asamblea de referencia, el compareciente procede a otorgar las siguientes-----

#### CLAUSULAS:

— PRIMERA. PROTOCOLIZACIÓN.- El señor GUSTAVO DE LUNA CRUZ, en su carácter de **DELEGADO ESPECIAL** de la Asamblea General Extraordinaria de Accionistas de la Empresa Mercantil denominada "**TEQUILA CAZADORES**", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, me presenta para su protocolización tanto el original del acta de la Asamblea General Extraordinaria de Accionistas celebrada con fecha del día 1º primero del mes de Agosto del año 2002 dos mil dos, como el **ANEXO** letra "A" que en ella se menciona consistente en la Lista de Asistencia a dicha asamblea; por lo que y para todos los efectos legales a que haya lugar, quedan elevados a Escritura Pública y **PROTOCOLIZADOS**, en los términos de Ley, los citados documentos, que en obvio de repeticiones se dan aquí por reproducidos como si se insertasen a la letra, para todos los efectos legales a que haya lugar, en la forma y términos descritos en el apartado de **DECLARACIONES** III tercero, de éste Instrumento Notarial.-----

— SEGUNDA. ACUERDOS.- Hecha la anterior protocolización el señor GUSTAVO DE LUNA CRUZ, en su carácter de **DELEGADO ESPECIAL** de la Asamblea General Extraordinaria de Accionistas de la Empresa Mercantil denominada "**TEQUILA CAZADORES**", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, celebrada con fecha del día 1º primero del mes de Agosto del año 2002 dos mil dos, procede a dar cumplimiento a la misma, y a **FORMALIZANDO** y **RATIFICANDO** el **ACUERDO** contenido en la misma siendo el siguiente:-----

— ÚNICO.- De conformidad a lo dispuesto por el artículo 182 ciento ochenta y dos, fracción XI décima primera, de la Ley General de Sociedades Mercantiles, al haberse celebrado **ASAMBLEA EXTRAORDINARIA** y por **acuerdo unánime**, se **PERMISO** solicitado a la **SECRETARÍA DE RELACIONES**



**EXTERIORES se CAMBIA la DENOMINACIÓN o RAZÓN SOCIAL** de la persona jurídica en comento, señalada en la Escritura Pública CONSTITUTIVA, referida en el apartado de Declaraciones en el punto número I uno, de éste Instrumento Notarial, correspondiendo dicho cambio, en particular, en el apartado de CLAUSULAS, CAPÍTULO I PRIMERO, relativo a la CONSTITUCIÓN, DENOMINACIÓN, OBJETO, NACIONALIDAD, DURACIÓN Y DOMICILIO, "CLÁUSULA 2ª SEGUNDA", de la citada acta constitutiva, para quedar redactada a partir de ésta fecha, de la siguiente manera: "..... SEGUNDA.- La sociedad se denominará: "GRUPO INDUSTRIAL TLAJOMULCO", ésta denominación irá seguida de las palabras "SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE", o de sus iniciales "S.A. DE C.V.", indicativa del tipo social que se adopta.-----"

--- **TERCERA. FIRMAS.-** El señor GUSTAVO DE LUNA CRUZ, en su carácter de **DELEGADO ESPECIAL** de la Asamblea General Extraordinaria de Accionistas de la Empresa Mercantil denominada "TEQUILA CAZADORES", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, celebrada con fecha del día 1º primero del mes de Agosto del año 2002 dos mil dos, manifiesta, bajo protesta de decir verdad, que las firmas puestas en el Acta de la Asamblea General Extraordinaria de Accionistas de referencia, que aquí se protocoliza son de los accionistas cuyos nombres aparecen en la misma.-----

--- **CUARTA. MODIFICACIONES A LA CONSTITUTIVA.-** En razón de que el Acta de la Asamblea General Extraordinaria de Accionistas que aquí se protocoliza trata, principalmente, del **CAMBIO de DENOMINACIÓN o RAZÓN SOCIAL**, de la empresa mercantil denominada "TEQUILA CAZADORES", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE** y, para los efectos legales a que hubiere lugar y, de conformidad a lo estipulado en el apartado de CLAUSULAS, CAPÍTULO I PRIMERO, relativo a la CONSTITUCIÓN, DENOMINACIÓN, OBJETO, NACIONALIDAD, DURACIÓN Y DOMICILIO, "CLÁUSULA 2ª SEGUNDA", del Acta Constitutiva de la sociedad en comento, subsiste en todos sus demás términos la Escritura Pública, en la que se constituye la sociedad multicitada, número 8,776 ocho mil setecientos setenta y seis, otorgada en esta ciudad de Guadalajara, en el Estado de Jalisco, con fecha del día 2 dos del mes de Enero del año 1995 mil novecientos noventa y cinco, ante la fe del Licenciado Luis Fernando González Landeros, Notario Público Suplente Adscrito y Asociado al Titular número 53 cincuenta y tres, de ésta Municipalidad; cuyo 1er. primer testimonio quedó registrado bajo la **Inscripción** número 106 ciento seis, del **Tomo** número 1 uno

del Libro 1º Primero del Registro de Comercio a cargo del Registro Público de la Propiedad de la Municipalidad de Arandas, en el Estado de Jalisco; así como las posteriores **MODIFICACIONES** efectuadas al acta constitutiva multiseñalada, mismas que se mencionan en el apartado de Declaraciones, en el punto II segundo con todos sus incisos, que en obvio de repeticiones se dan aquí por reproducidos como si se insertasen a la letra para todos los efectos legales a que haya lugar.-----



--- **QUINTA. REGISTRO FEDERAL DE CONTRIBUYENTES.**- Con fundamento en las reglas 2.3.17 dos, punto, tres, punto, diecisiete y 2.3.19 dos, punto, tres, punto, diecinueve, de la resolución de miscelánea fiscal para el año de 1999 mil novecientos noventa y nueve, publicada el día 23 veintitrés de junio del señalado año, en el Diario Oficial de la Federación, el suscrito Notario solicito al señor **GUSTAVO DE LUNA CRUZ**, en su calidad de **DELEGADO ESPECIAL**, designado en el Acta de la Asamblea General Extraordinaria de Accionistas, de la empresa mercantil denominada **"TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, de fecha del día 1º primero del mes de Agosto del año 2002 dos mil dos, las **CÉDULAS DE IDENTIFICACIÓN FISCAL** de los socios o accionistas de la empresa mercantil citada con antelación, las cuales me exhibe en éste Acto Jurídico, de las que dejo agregadas copias fotostáticas a mi Libro de Documentos Generales bajo el mismo número de ésta Escritura Pública, para todos los efectos legales correspondientes; en consecuencia yo, el suscrito Notario asiento las **CLAVES DEL REGISTRO FEDERAL DE CONTRIBUYENTES DE LOS SOCIOS**, así como los **NÚMEROS DE FOLIOS CORRESPONDIENTES**:-----

--- De la señora **MARÍA TERESA RAMÍREZ ESTRADA**, es: RAET360828JN4 letras "R", "A", "E", "T", números tres, seis, cero, ocho, dos, ocho, letras "J", "N", número cuatro; **FOLIO** número E 6723226 letra "E", números seis, siete, dos, tres, dos, dos, seis. -----

--- Del señor **FÉLIX BAÑUELOS JIMÉNEZ**, es: BAJF311106IC9 letras "B", "A", "J", "F", números tres, uno, uno, uno, cero, seis, letras "I", "C", número nueve; **FOLIO** número E 6720824 letra "E", números seis, siete, dos, cero, ocho, dos, cuatro. -----

--- Del señor **LÉON BAÑUELOS RAMÍREZ**, es: BARL610728F82 letras "B", "A", "R", "L", números seis, uno, cero, siete, dos, ocho, letra "F", números ocho, dos; **FOLIO** número E 6616536 letra "E", números seis, seis,

--- Del señor **JOSÉ MARÍA BAÑUELOS RAMÍREZ**, es: BARM6307215F9 letras "B", "A", "R", "M", números seis, tres, cero, siete, dos, uno, cinco, letra "F", número nueve; **FOLIO** número E 6720822 letra "E", números seis, siete, dos, cero, ocho, dos, dos.-----

--- Del señor **JUAN BAÑUELOS RAMÍREZ**, es: BARJ680926842 letras "B", "A", "R", "J", números seis, ocho, cero, nueve, dos, seis, ocho, cuatro, dos; **FOLIO** número E 6729512 letra "E", números seis, siete, dos, nueve, cinco, uno, dos.-----

--- De la señorita **GABRIELA BAÑUELOS RAMÍREZ**, es: BARG590623UU6 letras "B", "A", "R", "G", números cinco, nueve, cero, seis, dos, tres, letras "U", "U", número seis; **FOLIO** número E 6725277 letra "E", números seis, siete, dos, cinco, dos, siete, siete.-----

--- Del señor **J. FÉLIX BAÑUELOS RAMÍREZ**, es: BARF670610UF6 letras "B", "A", "R", "F", seis, siete, cero, seis, uno, cero, letras "U", "F", número seis; **FOLIO** número E 6724909 letra "E", números seis, siete, dos, cuatro, nueve, cero, nueve.-----

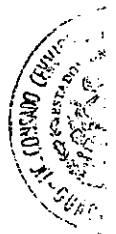
--- Del señor **PABLO BAÑUELOS RAMÍREZ**, es: BARP701220DW6 letras "B", "A", "R", "P", números siete, cero, uno, dos, dos, cero, letras "D", "W", número seis; **FOLIO** número E 6724911 letra "E", números seis, siete, dos, cuatro, nueve, uno, uno.-----

--- De la señorita **ANA ISABEL BAÑUELOS RAMÍREZ**, es: BARA651009RK3 letras "B", "A", "R", "A", números seis, cinco, uno, cero, cero, nueve, letras "R", "K", número 3 tres; **FOLIO** número E 6724907 letra "E", números seis, siete, dos, cuatro, nueve, cero, siete.-----

--- Del señor **GUILLERMO BAÑUELOS RAMÍREZ**, es: BARG730118RA3 letras "B", "A", "R", "G", números siete, tres, cero, uno, uno, ocho, letras "R", "A", número tres; **FOLIO** número E 6642645 letra "E", números seis, seis, cuatro, dos, seis, cuatro, cinco.-----

--- Cuyas fotocopias agrego a mi Libro de Documentos bajo el mismo número de la presente Escritura Pública.-----

--- **SEXTA. GASTOS.**- Son a cargo y serán cubiertos por la empresa mercantil denominada "**TEQUILA CAZADORES**", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE** los gastos, honorarios e impuestos que se originen en la presente Escritura Pública, incluyendo su inscripción en el Registro Público de Comercio, quien acepta tal condición por conducto de su **DELEGADO ESPECIAL**, el señor **GUSTAVO DE LUNA CRUZ**.-----



--- SÉPTIMA. INTERPRETACIÓN, COMPETENCIA Y JURISDICCIÓN.- Para el cumplimiento de lo aquí estipulado, el **DELEGADO ESPECIAL**, el señor **GUSTAVO DE LUNA CRUZ**, en representación de la empresa mercantil denominada "**TEQUILA CAZADORES**", **SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, se somete a la interpretación del Código de Comercio, del Código Civil para el Distrito Federal así como a las leyes aplicables en el Estado de Jalisco, y también se somete, expresamente, a la competencia y jurisdicción de los Jueces y Tribunales correspondientes de Arandas, Jalisco, renunciando, en consecuencia, a cualquier fuero que pudiera corresponderles por razón de domicilio presente o futuro.



**INSERTO:**

--- "1 UN SELLO CON EL ESCUDO NACIONAL.- SECRETARIA DE RELACIONES EXTERIORES.- M É X I C O.- DIRECCIÓN GENERAL DE ASUNTOS JURÍDICOS.- DIRECCIÓN DE PERMISOS ARTÍCULO 27 CONSTITUCIONAL.- SUBDIRECCIÓN DE SOCIEDADES.- CÓDIGO DE BARRAS.- PERMISO 1405,170.- EXPEDIENTE 199409040649.- FOLIO 3N150QP7.- En atención a la solicitud presentada por el (la) C. LEÓN BAÑUELOS RAMÍREZ en representación de **TEQUILA CAZADORES, SA DE CV** esta Secretaría concede el permiso para cambiar la denominación de: **TEQUILA CAZADORES, SA DE CV** a **GRUPO INDUSTRIAL TLAJOMULCO SA DE CV**.- Habiéndose **CONCEDIDO** a el (la) solicitante permiso para reformar sus Estatutos Sociales en los términos arriba especificados, de conformidad con lo que establecen los artículos 16 de la Ley de Inversión Extranjera y 15 del Reglamento de la Ley de Inversión Extranjera y del Registro Nacional de Inversiones Extranjeras.- El interesado deberá dar aviso del uso de este permiso a la Secretaría de Relaciones Exteriores dentro de los seis meses siguientes a la expedición del mismo, de conformidad con lo que establece el artículo 18 del Reglamento de la Ley de Inversión Extranjera y del Registro Nacional de Inversiones Extranjeras.- Este permiso quedará sin efectos si dentro de los noventa días hábiles siguientes a la fecha de otorgamiento del mismo, los interesados no acuden a otorgar ante fedatario público el instrumento correspondiente a la reforma estatutaria de la sociedad de que se trata, de conformidad con lo que establece el artículo 17 del Reglamento de la Ley de Inversión Extranjera y del Registro Nacional de Inversiones Extranjeras; así mismo se otorga sin perjuicio de lo dispuesto por el artículo 91

en los artículos: 27, fracción I de la Constitución Política de los Estados Unidos Mexicanos; 28, fracción V de la Ley Orgánica de la Administración Pública Federal; 16 de la Inversión Extranjera y 15 y 18 del Reglamento de la Ley de Inversión Extranjera y del Registro Nacional de Inversiones Extranjeras.- GUADALAJARA, JAL., a 20 de Agosto de 2002.- EL DELEGADO.- FIRMADO.- 1 UNA FIRMA ILEGIBLE.- EMB. ANTONIO DUEÑAS PULIDO.- 1 UN SELLO CON EL ESCUDO NACIONAL, QUE DICE: ESTADOS UNIDOS MEXICANOS.- SRIA. DE RELACIONES EXTERIORES.- DE LEGACIÓN EN GUADALAJARA, JAL."-----



#### PERSONALIDAD:

---- El señor **GUSTAVO DE LUNA CRUZ**, me acredita la legal existencia de su representada, con la Escritura Pública mencionada en el apartado de Declaraciones, punto I uno, y las facultades con que comparece las cuales manifiesta bajo protesta de decir verdad que no le han sido revocadas, modificadas ni restringidas en forma legal alguna, con la propia acta de Asamblea General Extraordinaria de Accionistas que se protocoliza mediante el presente Instrumento Notarial, en la cual le fue conferido el cargo de Delegado Especial.-----

#### YO EL NOTARIO, CERTIFICO Y DOY FE:

---- a) Que los insertos que contiene la presente Escritura Pública concuerdan fielmente, en su parte conducente, con sus originales que tuve a la vista y fueron cotejados, de los cuales se agregaron copias fotostáticas a mi Libro de Documentos Generales, bajo el mismo número de éste Instrumento Notarial, de conformidad a lo dispuesto por el artículo 88 ochenta y ocho de la Ley del Notariado del Estado de Jalisco.-----

---- b) Que conozco al compareciente y lo conceptúo con capacidad legal para contratar y obligarse en los términos de la ley, así como de que en él no observo manifestación de incapacidad natural alguna, ni tengo noticias de que esté sujeto a responsabilidad civil.-----

---- c) Que por sus generales, el compareciente, bajo protesta de decir verdad, me manifiesta ser: El señor **GUSTAVO DE LUNA CRUZ**, de nacionalidad mexicana por nacimiento, mayor de edad, casado, profesionista, originario de la ciudad de Aguascalientes, en el Estado de Aguascalientes, donde nació el día 1º primero del mes de Septiembre del año de 1952 mil novecientos cincuenta y dos, vecino de ésta capital, con domicilio en la finca marcada con el número 1168 mil ciento sesenta y ocho, de la calle Bahamas, en la Colonia Chapultepec, Country, de ésta ciudad, quien se identifica con Credencial para

Votar con fotografía, número de folio 21903852 dos, uno, nueve, cero, tres, ocho, cinco, dos, expedida por el Instituto Federal Electoral, Registro Federal de Electores, del cual dejo agregada copia fotostática a mi Libro de Documentos Generales correspondiente a este Tomo y bajo el mismo número de ésta Escritura Pública.



d) Con relación al pago del Impuesto Sobre la Renta (I.S.R.), me manifiesta el compareciente, bajo protesta de decir verdad, que tanto el en lo personal como su representada se encuentran al corriente de dicho impuesto, sin habérmejo comprobado con documento idóneo, habiéndole hecho las advertencias de ley al respecto.

e) Que advertí al compareciente de la necesidad de registrar ésta Protocolización de Acta en el Registro Público de la Propiedad Sección Comercio.

AG2258718

f) Que conforme a lo dispuesto por la fracción VI del artículo 133 ciento treinta y tres de la Ley del Notariado en vigor para el Estado de Jalisco, le hice saber al interesado el costo total de ésta Escritura Pública, a lo cual se manifestó conforme.

LEÍDA la presente Escritura Pública por el suscrito Notario al compareciente, y bien advertido de su valor, alcance y consecuencias legales, así como de la necesidad de su registro, se manifiesta conforme con su contenido, la ratifica y firma ante y en unión del suscrito Notario que autoriza y da fe siendo las: 18:45 dieciocho horas con cuarenta y cinco minutos del mismo día y mes de su fecha.

FIRMADO.- GUSTAVO DE LUNA CRUZ.- ( 1 ) UNA FIRMA ILEGIBLE.- FIRMADO.-LICENCIADO CONRADO CEVALLOS PONCE.- Rúbrica el sello de autorizar.

Al calce del protocolo existe la siguiente nota:

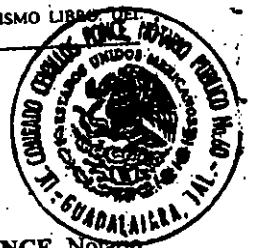
Bajo los números 53,058 cincuenta y tres mil cincuenta y ocho y siguientes del apéndice de éste Tomo agrego respectivamente los duplicados de los Avisos dados al Archivo de Instrumentos Públicos, y el Aviso a la Oficina Recaudadora en el Registro Público de la Propiedad Número 125 ciento veinticinco, que importo la cantidad de \$70.00.- FIRMADO.- LIC. CONRADO CEVALLOS PONCE.

Los anteriores insertos concuerdan fielmente con sus originales que tuve a la vista.

"TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL  
VARIABLE.- VA COTEJADO Y CORREGIDO.

--- GUADALAJARA, JALISCO, A 3 TRES DE SEPTIEMBRE DEL 2002  
DOS MIL DOS.

--- EL PRIMER TESTIMONIO QUEDO DEBIDAMENTE REGISTRADO CON FECHA 6 SEIS DE SEPTIEMBRE  
DEL AÑO 2002 DOS MIL DOS, BAJO INSCRIPCION 211 DOSCIENTOS VEINTIUNO, TOMO 3-TRES, LIBRO  
PRIMERO DEL REGISTRO DE COMERCIO, SE DEJO UN EJEMPLAR DE LA ASAMBLEA DEBIDAMENTE  
AUTORIZADO BAJO DOCUMENTO 3 TRES, APENDICE 16 DIECISEIS DE ESTE MISMO LIBRO DEL  
REGISTRO PUBLICO DE LA PROPIEDAD Y COMERCIO DE ARANDAS, JALISCO.



--- El C. Licenciado **CONRADO CEVALLOS PONCE**, Notario  
Público Titular número 60 de esta municipalidad,

**CERTIFICA**

--- Que la presente copia mecanografa que antecede concuerda  
fielmente con lo acéntado en el protocolo a mi cargo, misma que va  
en 9 (NUEVE) hojas utiles impresas por ambos lados, el cual doy fe  
haber tenido a la vista y certifico a solicitud del interesado para los  
fines legales que a el convengan.

--- Guadalajara, Jalisco a 14 de Octubre del 2002.

**LIC. CONRADO CEVALLOS PONCE**  
Notario Publico Titular número 60



## **Exhibit 1(b)**

**Opposition No. 125,436  
Bacardi & Company Limited**

(English translation from Spanish)

(a stamp that reads: Jalisco, Board of Notary Publics of the State of Jalisco  
number A02296711 that goes consecutively by page up  
to A02296719)

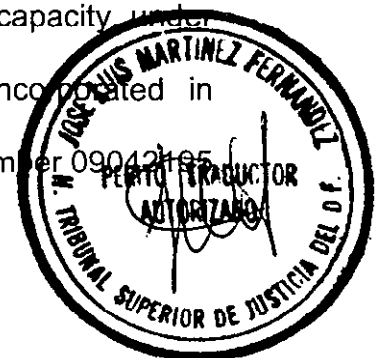
(a stamp that reads: Mr. Conrado Cevallos Ponce  
Notary Public number 60  
Guadalajara, Jal.  
United Mexican States)

**PUBLIC DEED NUMBER 53,058 FIFTY THREE THOUSAND AND FIFTY EIGHT  
VOLUME NUMBER 229 TWO HUNDRED AND TWENTY NINE**

In the city of Guadalajara, Jalisco, on September 2 two of the year 2002 two thousand and two, before me, CONRADO CEVALLOS PONCE, Notary Public number 60 sixty of this Municipality, appears mister GUSTAVO DE LUNA CRUZ, as SPECIAL DELEGATE of the General Extraordinary Meeting held by the Shareholders of the Corporation called "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE (Stock corporation with variable capital) to request the protocolization of the Minutes contained in this deed, and therefore grants the following Recitals and Clauses:

**RECITALS:**

I. Mister GUSTAVO DE LUNA CRUZ, in the above mentioned capacity under oath declares that the company he represents was legally incorporated in accordance to Permit granted by the Ministry of Foreign Affairs number 09042195

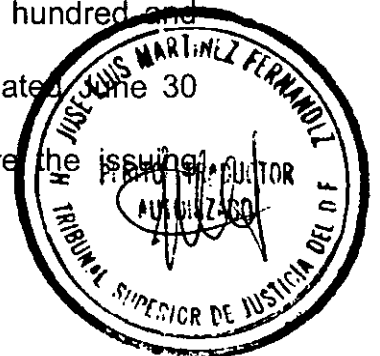


(English translation from Spanish)

cero, nine, cero, four, two, one, nine, five, Docket number 9409040649 nine, four, cero, nine, cero, four, cero, six, four, nine, Folio 71999 seven, one, nine, nine, nine; through Public Deed number 8,776 eight thousand seven hundred and seventy six, granted in this city of Guadalajara in the State of Jalisco, dated January 2 two of 1995 one thousand nine hundred and ninety five, before mister Luis Fernando González Landeros, Alternate Notary Public Adjoined and in Association with Notary Public number 53 fifty three of this Municipality, the first instrument of such deed being registered under Registration number 106 one hundred and six, Docket 1 one of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco; having been incorporated at such time with a social capital of \$50,000.00 (fifty thousand new pesos 00/100 cero cents, Mexican currency), with a duration of 99 ninety nine years, with corporate domicile in Arandas, Jalisco and the following corporate purpose, among others: Production, in-bond (*maquila*) production, sale, distribution and bottling of beverages with or without alcohol content and similar, their import and export, exercise all kinds of domestic and international acts of commerce, purchase, sale, lease and sublease of real estate and personal properties.

II. Further declares that there have been some amendments to the Deed of Incorporation and Corporate Bylaws of the corporation called "TEQUILA CAZADORES" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, as follows:

A) By Public Instrument number 44,699 forty four thousand six hundred and ninety nine, granted in this city of Guadalajara, State of Jalisco, dated the 30 thirty of 1999 one thousand nine hundred and ninety nine, before the



(English translation from Spanish)

Notary Public, which has been duly registered on July 13 thirteen of 1999 one thousand nine hundred and ninety nine, under Registration number 213 two hundred and thirteen, Docket 2 two of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held on July 4 four of 1995 one thousand nine hundred and ninety five, whereby it was resolved, among other resolutions: 1. CAPITAL INCREASE OF THE VARIABLE PART in the amount of N\$5'075,000.00 (five million and seventy five thousand new pesos 00/100 cero cents, Mexican currency), identified as Series "B" shares represented by 5,075 five thousand and seventy five Series "B" shares with a face value of \$1,000.00 (one thousand pesos 00/100 cero cents, Mexican currency), each, this increase being subscribed in the same proportion as each of the shareholders participates in the capital stock.

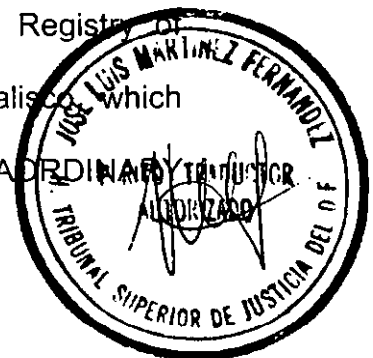
B. By Public Instrument number 44,700 forty four thousand seven hundred, granted in this city of Guadalajara, State of Jalisco, dated June 30 thirty of 1999 one thousand nine hundred and ninety nine, before the issuing Notary Public, which has been duly registered on July 13 thirteen of 1999 one thousand nine hundred and ninety nine, under Registration number 214 two hundred and fourteen, Docket 2 two of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held on June 9 nine of 1997 one thousand nine hundred and ninety seven, whereby it was resolved, among other resolutions: 1. CAPITAL INCREASE



(English translation from Spanish)

OF THE VARIABLE PART in the amount of \$60'000,000.00 (sixty million pesos 00/100 cero cents, Mexican currency), identified as Series "C" shares represented by 60,000 sixty thousand Series "C" shares with a face value of \$1,000.00 (one thousand pesos 00/100 cero cents, Mexican currency), each. 2. AMENDMENT TO CLAUSE 29<sup>TH</sup> TWENTY NINTH OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS, PERTAINING TO THE MANAGEMENT OF THE CORPORATION, that reads: ".... The corporation shall be managed by a Sole Administrator or a Board of Directors, which shall be composed by a President, a Secretary, a Treasurer and seven Members. The Sole Administrator or the Board may appoint the executives, legal representatives, managers or employees it deems convenient or necessary who shall be granted the authority mentioned in the Power of Attorney that is approved." 3. CHANGE IN THE MANAGEMENT OF THE CORPORATION, FROM A SOLE ADMINISTRATOR TO A BOARD OF DIRECTORS, AND ITS COMPOSITION, with effects as of the 1<sup>st</sup> first of January of the year 1998 one thousand nine hundred and ninety eight.

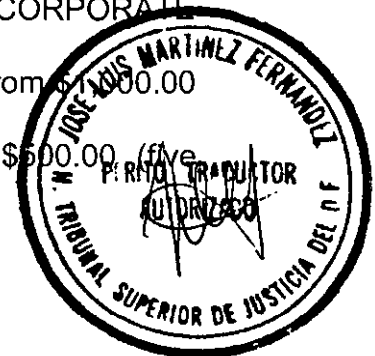
C. By Public Instrument number 3,156 three thousand one hundred and fifty six, granted in this city of Guadalajara, State of Jalisco, dated August 30 thirty of 2000 two thousand, before mister Oscar Maciel Rábago, Notary Public number 12 twelve in the Municipality of Zapopan, Jalisco, Metropolitan Zone, which has been duly registered on August 31 thirty first of 2000 two thousand, under Registration number 30 thirty, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY MEETING



(English translation from Spanish)

SHAREHOLDERS' MEETING held on July 5 five of 2000 two thousand, whereby it was resolved, among other resolutions: 1. AMEND CLAUSE 6 SIXTH OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS, PERTAINING TO THE CORPORATE PURPOSE, to read as follows: Production, in-bond (*maquila*) production, sale, distribution and bottling of beverages with or without alcohol content and similar, their import and export. Exercise all kinds of domestic and international acts of commerce, purchase, sale, lease and sublease of real estate and personal properties. The ability to grant guarantees (*avales*) and act as guarantor for third parties.”.

D. By Public Instrument number 13,791 thirteen thousand seven hundred and ninety one, granted in this city of Guadalajara, State of Jalisco, dated October 19 nineteen of 2001 two thousand and one, before mister Luis Fernando González Landeros, Alternate Notary Public Adjoined and in Association with Notary Public number 53 fifty three of this Municipality, which has been duly registered on November 5 fifth of 2001 two thousand and one, under Registration number 140 one hundred and forty, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held on July 14 fourteen of 2000 two thousand, whereby it was resolved, among other resolutions: 1. AMENDMENT TO CLAUSE 7<sup>TH</sup> SEVENTH OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS, PERTAINING TO THE FACE VALUE OF THE SHARES from \$1,000.00 (one thousand pesos 00/100 cero cents Mexican Currency) to \$500.00 (five



(English translation from Spanish)

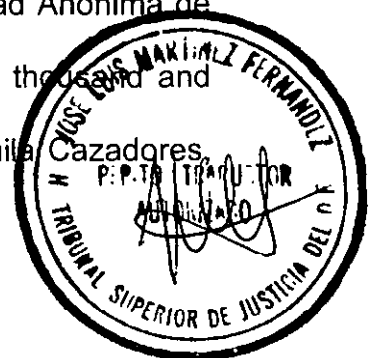
hundred pesos 00/100 cero cents Mexican Currency).- 2. INCREASE TO THE FIXED PART OF THE CAPITAL, AS STATED IN CLAUSE 7<sup>TH</sup> SEVENTH OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS, from the amount of \$50,000.00 (fifty thousand pesos 00/100 cero cents Mexican Currency) to \$30'000,000.00 (thirty million pesos 00/100 cero cents Mexican Currency), by amending the first and second paragraphs of such clause regarding the number of shares, subsisting the shares of Series "A" (sixty thousand, fixed or minimum capital of \$30'000,000.00 thirty million pesos 00/100 cero cents Mexican Currency at \$500.00 (five hundred pesos 00/100 cero cents Mexican Currency each) and B-1 letter "B" dash one (variable or unlimited maximum capital stock).- 3. AMENDMENT TO CLAUSES 29<sup>TH</sup> TWENTY NINTH AND 30<sup>TH</sup> THIRTIETH OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS, PERTAINING TO THE INTEGRATION AND ATTRIBUTIONS OF THE BOARD OF DIRECTORS, which consist in the fact that the Board of Directors shall be made up by 1 one President, 1 one Secretary and 6 six Members, with a 2<sup>nd</sup> second paragraph being added to numeral "c", in connection with dominion over property of the corporation, which consists in certain limitation thereto.- 4. RESIGNATION BY THE PRESIDENT OF THE BOARD OF DIRECTORS AND THE EXAMINER AND APPOINTMENT OF A NEW BOARD OF DIRECTORS, APPOINTMENT OF EXAMINER effective as of September 1<sup>st</sup> first of the year 2000 two thousand and APPOINTMENT OF THE NEW DIRECTOR GENERAL GRANTING CERTAIN POWERS OF ATTORNEY.



(English translation from Spanish)

E. By Public Instrument number 51,704 fifty one thousand seven hundred and four, granted in this city of Guadalajara, State of Jalisco, dated December 31<sup>st</sup> thirty first of the year 2001 two thousand and one, before the issuing Notary Public, which has been duly registered on January 11 eleven of 2002 two thousand and two, under Registration number 150 one hundred and fifty, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held August 10<sup>th</sup> tenth of the year 2001 two thousand and one, whereby it was agreed to DELETE CLAUSE 42<sup>ND</sup> FORTY SECOND OF THE DEED OF INCORPORATION AND CORPORATE BYLAWS.

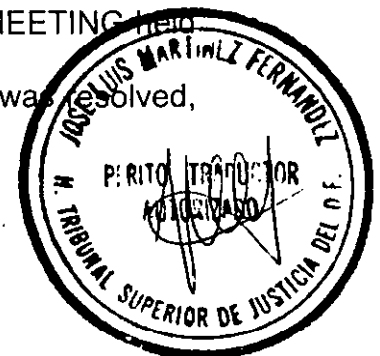
F. By Public Instrument number 51,705 fifty one thousand seven hundred and five, granted in this city of Guadalajara, State of Jalisco, dated December 31<sup>st</sup> thirty first of 2001 two thousand and one, also before the issuing Notary Public, which has been duly registered under Registration number 149 one hundred and forty nine, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held on December 3 third of the year 2001 two thousand and one, whereby it was resolved, among other resolutions: Submittance and, in its case approval of the financial statements of Tequila Cazadores, Sociedad Anónima de Capital Variable as of October 31 thirty first of the year 2001 two thousand and one.- II. Discussion and, its case approval, of the spin-off of Tequila Cazadores,



(English translation from Spanish)

Sociedad Anónima de Capital Variable, as existing corporation and incorporation of a new stock company of variable capital (*sociedad anónima de capital variable*) called Dominó Recreativo, Sociedad Anónima de Capital Variable as the new corporation, as well as the agreement regarding asset, debt and capital distribution among the existing and the new corporations and subsequent approval of capital reduction of the capital stock in its variable capital of Tequila Cazadores, Sociedad Anónima de Capital Variable as a consequence of the spin-off and distribution of the capital stock of the existing and new corporations amongst shareholders.- III. Discussion and, in its case, approval of the corporate bylaws of the new corporation and definition of the corporate bylaws of the existing corporation.- IV. Discussion and, in its case, approval of the transitory clauses of the new corporation.- V. Discussion and, in its case, confirmation of the executives and examiner of the existing corporation.

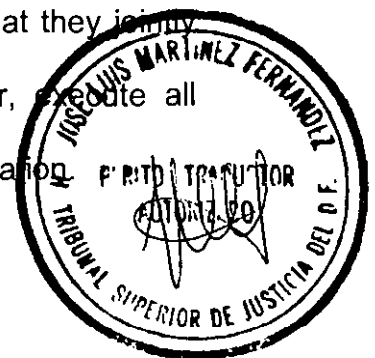
G. By Public Instrument number 51,822 fifty one thousand eight hundred and twenty two, granted in this city of Guadalajara, State of Jalisco, dated January 25 twenty five of the year 2002 two thousand and two, before the issuing Notary Public, which has been duly registered on January 31<sup>st</sup> thirty first of 2002 two thousand and two, under Registration number 153 one hundred and fifty three, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL ORDINARY SHAREHOLDERS' MEETING held on March 5 fifth of the year 2001 two thousand and one, whereby it was solved,



(English translation from Spanish)

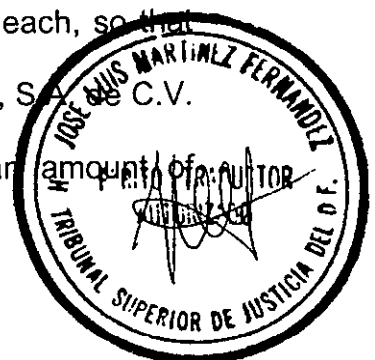
among others: Resignation of Mr. J. Felix Bañuelos Ramírez as Director General and appointment of new Director General and Granting of powers of attorney.

H. And, last, by Public Instrument number 52,003 fifty two thousand and three, granted in this city of Guadalajara, State of Jalisco, dated February 22 twenty two of the year 2002 two thousand and two, before the issuing Notary Public, which has been duly registered on February 27 twenty seven of 2002 two thousand and two, under Registration number 163 one hundred and sixty three, Docket 3 three of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco, which contains protocolization of the MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS' MEETING held February 1<sup>st</sup> first of the year 2002 two thousand and two, whereby it was resolved, among others: I. Approval of the proposal to sell the assets of the Corporation, that are used in the production and sale of tequila under the "Cazadores" brand, located in the plant of the Corporation located in Kilómetro 3, Libramiento Sur, Arandas, Jalisco, including the plant itself.- II. Authorization to negotiate the terms and conditions of the contract or contracts for the sale of assets, thereby authorizing Messrs. León Bañuelos Ramírez and José de Jesús Chávez González, so that they jointly negotiate the terms and conditions of the purchase and sale contract or contracts that must be executed to carry on with such transaction.- III. Granting of general powers of attorney to mister Félix Bañuelos Jiménez, to mister León Bañuelos Ramírez and mister José María Bañuelos Ramírez, so that they jointly and on behalf of the Corporations, the 3 three of them together, execute all documentation in connection with the sale of the assets of the Corporation.



III. MINUTES FOR PROTOCOLIZATION. That pursuant to the provisions of Article 194 one hundred and ninety four, 3<sup>rd</sup> third paragraph of the General Corporations Law, the person appearing hereunder presents: Minutes of the General Extraordinary Shareholders' Meeting of "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, held in the Township of Arandas, State of Jalisco, dated August 1<sup>st</sup> first of the year 2002 two thousand and two, which is entirely transcribed as follows:

"MINUTES OF THE GENERAL EXTRAORDINARY SHAREHOLDERS MEETING OF TEQUILA CAZADORES, S.A. DE C.V., HELD ON AUGUST 1, 2002.- In the Township of Arandas, State of Jalisco, at 10:00 o'clock of August 1, 2002, they gathered at the corporate domicile of Tequila Cazadores, S.A. de C.V. (the "Company"), the shareholders mentioned in the attendance list transcribed below, to hold a general extraordinary shareholders' meeting. Mister Francisco Ibarra Ramos, examiner of the company, was also present. The meeting was presided by mister Félix Bañuelos Jiménez, and mister José María Bañuelos Ramírez acted as secretary by unanimous appointment of shareholders present. The president appointed Messrs. León Bañuelos Ramírez and Juan Bañuelos Ramírez as tellers for the meeting who, upon acceptance of the appointment, went through the share registration book, the share titles and stated that all 122,950 nominative shares currently issued and paid for were present at the meeting, with a face value of \$500.00 (five hundred pesos 00/100 cero cents, Mexican currency) each, so that 100% one hundred percent of the capital stock of Tequila Cazadores, S.A. de C.V. currently issued is present or represented at the meeting, for an amount of:

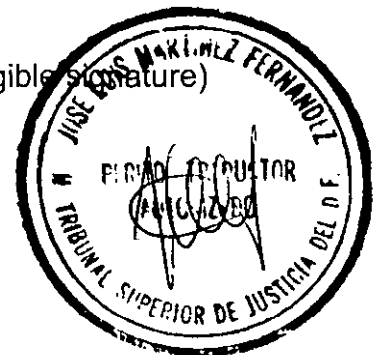


(English translation from Spanish)

\$61'475,000 (sixty one million four hundred and seventy five thousand pesos 00/100 cero cents, Mexican currency). Then, the tellers and the secretary prepared the corresponding attendance list, which is added hereto as Exhibit "A", and which reads as follows:

"Attendance List for the General Extraordinary Shareholders' Meeting of Tequila Cazadores, S.A. de C.V. held August 1, 2002, including number of shares and, therefore, votes held by each individual attending in its own right or as representative:

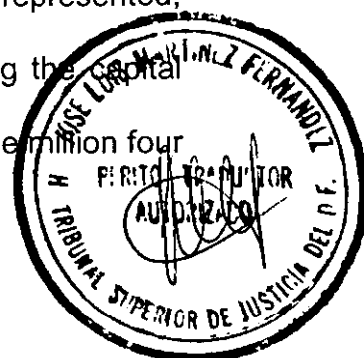
Shareholder	Series A Shares	Series B Shares	Nr. of Votes	Signatures
Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
Maria Teresa Ramírez Estrada, represented by Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
Gabriela Bañuelos Ramírez, represented by Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
León Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)



(English translation from Spanish)

J. Félix Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
José María Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
Ana Isabel Bañuelos Ramírez, represented by Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
Juan Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
Pablo Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
Guillermo Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
<b>Total</b>	<b>60,000</b>	<b>62,950</b>	<b>122,950</b>	

The undersigned, tellers and secretary of the meeting to which this attendance list refers, jointly certify that each of the 122,950 shares with a face value of \$500.00 (five hundred pesos 00/100 Mexican Currency) each, are duly represented, representing 100% (one hundred percent) of the shares representing the capital stock of the Company which to this date is of \$61'475,000.00 (sixty one million four



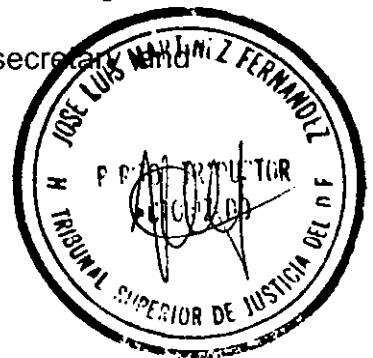
(English translation from Spanish)

hundred and seventy five thousand pesos 00/100 Mexican Currency).- Arandas, Jalisco, August 1, 2002. Teller: León Bañuelos Ramírez (signed). Teller: Juan Bañuelos Ramírez (signed). Secretary: José María Bañuelos Ramírez (signed). Based on the certification by the tellers and the secretary, and considering that since all shareholders are present at the meeting, there is no need to publish a call for the meeting pursuant to the provisions of Clause Twentieth of the corporate bylaws and Article 188 of the General Corporations Law, the president declared the meeting duly convened and, therefore, resolutions adopted herein as valid. Soon thereafter, those present started to work on the agenda, as follows: Agenda.- I. Discussion and, in its case, approval of the change of corporate name.- II.- Designation of the special delegate or delegates to formalize and, in its case, execute the resolutions adopted at the meeting. Next, the items of the agenda for the general extraordinary meeting were dealt with as follows: I. Discussion and, in its case, approval of the change of corporate name. In discussing the first item of the agenda, the president of the meeting stated that it was necessary to carry on with the change of the corporate name "Tequila Cazadores, S.A. de C.V.", for which 5 proposals were submitted. Upon discussion of the proposal made by the president, shareholders present unanimously approved the following: RESOLUTION I.A.- It is hereby resolved to change the corporate name of Tequila Cazadores, S.A. de C.V. and adopt one of the following 5 choices: 1) TECAZA, S.A. DE C.V., 2) GRUPO TC, S.A. DE C.V., 3) INDUSTRIAL SANTA ANITA, S.A. DE C.V., 4) GRUPO INDUSTRIAL TLAJOMULCO, S.A. DE C.V., 5) GRUPO INDUSTRIAL SANTA MARIA, S.A. DE C.V. It is hereby authorized that the special



(English translation from Spanish)

delegate for this meeting or the notary public of its choice obtain permission to change the corporate name from the Ministry of Foreign Affairs. It is approved to go ahead with the change in the corporate name with the corporate name authorized by the Ministry of Foreign Affairs. It is approved to amend Article First of the corporate bylaws of Tequila Cazadores, S.A. de C.V. to adjust to the change of corporate name of the Company.- II. Appointment of special delegate or delegates to formalize and execute, in its case, resolutions adopted by the meeting.- The shareholders unanimously adopt the following: RESOLUTION II.A.- It is resolved to appoint Gustavo de Luna Cruz, as special delegate for this meeting so that, in substitution of the president or secretary of the meeting, appear before the notary public or notary of their choice to protocolize these minutes and carry on with any action before the Public Registry of Commerce, as well as to issue the photocopies or certified copies of the minutes that may be required, and carry on with all other actions specifically authorized by the meeting and stated in the preceding resolutions.- Not having any other business to transact since all items of the agenda for the meeting were dealt with, the meeting was adjourned upon having made the corresponding minutes, which were read and approved by all present, and signed by the president, the secretary and the examiner. It is also stated that during the entire duration of the meeting, all shareholders representing the entire capital stock were either present or represented.- The meeting was adjourned at 11:00 of its date and signed by the president, the secretary and examiner.

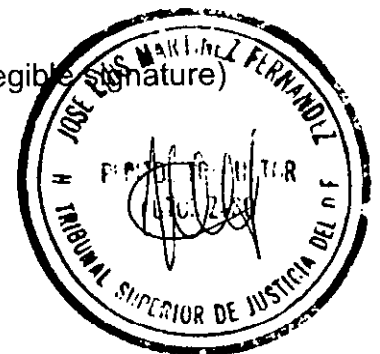


(English translation from Spanish)

President. SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- Mr. Félix Bañuelos Jiménez.- Secretary. SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- Mr. José María Bañuelos Ramírez.- Examiner. SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- Mr. Francisco Ibarra Ramos.- SIGNED.- 5 FIVE ILLEGIBLE SIGNATURES.

Attendance List for the General Extraordinary Shareholders' Meeting of Tequila Cazadores, S.A. de C.V. held August 1, 2002, including number of shares and, therefore, votes held by each individual attending in its own right or as representative:

Shareholder	Series A Shares	Series B Shares	Nr. of Votes	Signatures
Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
María Teresa Ramírez Estrada, represented by Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
Gabriela Bañuelos Ramírez, represented by Félix Bañuelos Jiménez	6,000	6,295	12,295	(illegible signature)
León Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)



(English translation from Spanish)

J. Félix Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
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José María Bañuelos	6,000	6,295	12,295	(illegible signature)
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Ramírez

Ana Isabel Bañuelos	6,000	6,295	12,295	(illegible signature)
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Ramírez, represented by  
Félix Bañuelos Jiménez

Juan Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
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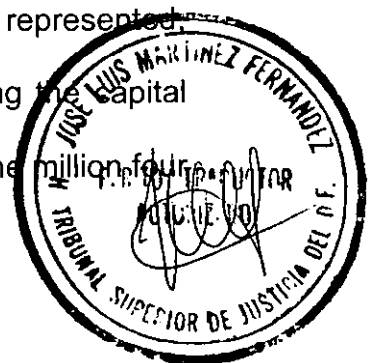
Pablo Bañuelos Ramírez	6,000	6,295	12,295	(illegible signature)
------------------------	-------	-------	--------	-----------------------

Guillermo Bañuelos	6,000	6,295	12,295	(illegible signature)
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Ramírez

<b>Total</b>	<b>60,000</b>	<b>62,950</b>	<b>122,950</b>	
--------------	---------------	---------------	----------------	--

The undersigned, tellers and secretary of the meeting to which this attendance list refers, jointly certify that each of the 122,950 shares with a face value of \$500.00 (five hundred pesos 00/100 Mexican Currency) each are duly represented, representing 100% (one hundred percent) of the shares representing the capital stock of the Company which to this date is of \$61'475,000.00 (sixty one million four hundred



(English translation from Spanish)

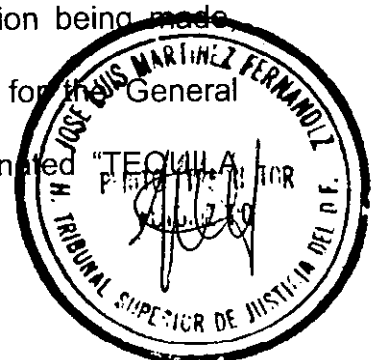
hundred and seventy five thousand pesos 00/100 Mexican Currency).- Arandas, Jalisco, August 1, 2002. Teller: SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- León Bañuelos Ramírez. Teller: SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- Juan Bañuelos Ramírez. Secretary: SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- José María Bañuelos Ramírez (signed)."

Having transcribed the minutes of the corresponding meeting, the individual appearing grants the following:

C L A U S E S:

FIRST.- PROTOCOLIZATION.- Mr. GUSTAVO DE LUNA CRUZ, acting as SPECIAL DELEGATE of the General Extraordinary Shareholders' Meeting of the Corporation denominated "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, who submits both the original of the minutes of the General Extraordinary Shareholders Meeting held on August 1<sup>st</sup> first of 2002 two thousand and two, and Exhibit letter "A" mentioned therein, consisting in the Attendance List for such meeting; the above mentioned documents are hereby raised to Public Deed and PROTOCOLIZED in terms of Law, which to avoid repetitions are hereby deemed reproduced as if literally inserted for all legal effects that may take place, in the form and terms described in paragraph RECITALS III of this Public Instrument.

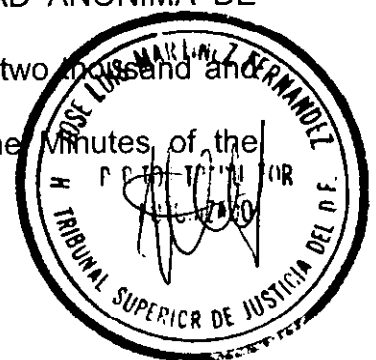
SECOND.- RESOLUTIONS.- The above mentioned protocolization being made, mister GUSTAVO DE LUNA CRUZ, as SPECIAL DELEGATE for the General Extraordinary Shareholders' Meeting of the Corporation denominated



CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, held on August 1<sup>st</sup> first of the year 2002 two thousand and two, further appears to comply with its terms, by FORMALIZING and RATIFYING the resolution therein contained, as follows:

ONLY.- Pursuant to the provisions of Article 182 one hundred and eighty two, paragraph XI eleven of the General Corporations Law, upon execution of the EXTRAORDINARY SHAREHOLDERS MEETING and by unanimous approval and upon obtaining PERMIT requested to the MINISTRY of FOREIGN AFFAIRES, the CORPORATE NAME or DENOMINATION of the corporation is CHANGED, as stated in the Public Deed OF INCORPORATION, referred to in the Recitals hereunder, item number 1 one from this Public Instrument, this change corresponding under CLAUSES, CHAPTER I FIRST, pertaining to the INCORPORATION, CORPORATE NAME, PURPOSE, NATIONALITY, DURATION AND DOMICILE, "CLAUSE 2<sup>ND</sup> SECOND" of such deed of incorporation, to read from here on as follows: "... SECOND.- The company shall be denominated "GRUPO INDUSTRIAL TLAJOMULCO", which shall be followed by the words "SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE" or its initials "S.A. de C.V., which indicate the type of corporation that is adopted.-

THIRD.- SIGNATURES.- Mister GUSTAVO DE LUNA CRUZ, as SPECIAL DELEGATE for the General Extraordinary Shareholders' Meeting of the Corporation denominated "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, held on August 1<sup>st</sup> first of the year 2002 two thousand and two, under oath declares that the signatures contained in the Minutes of the



(English translation from Spanish)

General Extraordinary Shareholders' Meeting referred to herein and which are hereby protocolized are those of the shareholders whose names appear therein.

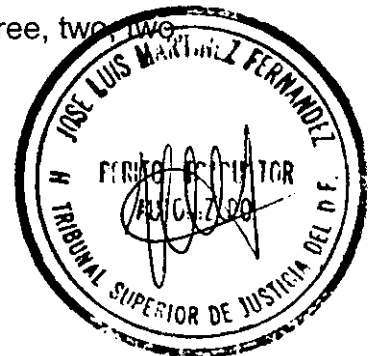
FOURTH.- AMENDMENTS TO THE DEED OF INCORPORATION.- Considering that the Minutes of the General Extraordinary Shareholders' Meeting hereby protocolized deal, mainly, with the CHANGE of CORPORATE NAME or DENOMINATION of the corporation called "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE and, for all legal effects that may take place and, pursuant to the provisions under CLAUSES, CHAPTER 1 FIRST, pertaining to the INCORPORATION, CORPORATE NAME, PURPOSE, NATIONALITY, DURATION AND DOMICILE, "CLAUSE 2<sup>ND</sup> SECOND" of the Deed of Incorporation of the corporation, all other terms of Public Deed number 8,776 eight thousand seven hundred and seventy six, granted in this city of Guadalajara, State of Jalisco, on January 2 two, 1995 one thousand nine hundred and ninety five, before mister Luis Fernando González Landeros, Alternate Notary Public Adjoined and in Association with Notary Public number 53 fifty three of this Municipality, the first instrument of such deed being registered under Registration number 106 one hundred and six, Docket 1 one of Book 1<sup>st</sup> first of the Public Registry of Commerce held by the Public Registry of Property in Arandas, Jalisco continue in full force and effects, including other later AMENDMENTS that were made to the above mentioned deed of incorporation, which are referred to in all numerals of Recitals II two, which to avoid repetitions are hereby deemed reproduced as if literally inserted for all legal purposes that may take place.



(English translation from Spanish)

FIFTH.- FEDERAL TAX REGISTRATION ID (*REGISTRO FEDERAL DE CONTRIBUYENTES*).- Pursuant to the provisions of rules 2.3.17 two, period, three, period, seventeen and 2.3.19 two, period, three, period, nineteen of the miscellaneous fiscal resolution for the year 1999 one thousand nine hundred and ninety nine, published on June 23 twenty three of such year in the Official Gazette of the Federation, the issuing Notary Public requested Mr. GUSTAVO DE LUNA CRUZ, as SPECIAL DELEGATE appointed at the Minutes of the General Extraordinary Shareholders' Meeting of the corporation called "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, dated August 1<sup>st</sup> first of the year 2002 two thousand and two, to provide TAX IDENTIFICATION of the partners or shareholders of the above mentioned corporation, which are exhibited in this Legal Act, of which photocopies are added to the Docket for General Documents that I keep, under the same number as this Public Instrument, for all corresponding legal effects; as a consequence, I, the issuing Notary Public, certify the NUMBERS OF FEDERAL TAX REGISTRATION OF THE SHAREHOLDERS, as well as the CORRESPONDING FOLIO NUMBERS:

Of madam MARÍA TERESA RAMÍREZ ESTRADA, it is RAET360828JNA, letters "R", "A", "E", "T", numbers three, six, cero, eight, two eight, letters "J", "N", number four. FOLIO number E 6723226 letter "E", numbers six, seven, two, three, two, two, six.



(English translation from Spanish)

Of mister FÉLIX BAÑUELOS JIMÉNEZ, it is BAJF311106IC9, letters "B", "A", "J", "F", numbers three, one, one, one, cero, six, letters "I", "C", number nine. FOLIO number E 6720824 letter "E", numbers six, seven, two, cero, eight, two, four.

Of mister LEÓN BAÑUELOS RAMÍREZ, it is BARL610728F82, letters "B", "A", "R", "L", numbers six, one, cero, seven, two, eight, letter "F", numbers eight, two. FOLIO number E 6616536 letter "E", numbers six, six, one, six, five, three, six.

Of mister JOSÉ MARÍA BAÑUELOS RAMÍREZ, it is BARM6307215F9, letters "B", "A", "R", "M", numbers six, three, cero, seven, two, one, five, letter "F", number nine. FOLIO number E 6720822 letter "E", numbers six, seven, two, cero, eight, two, two.

Of mister JUAN BAÑUELOS RAMÍREZ, it is BARJ680926842, letters "B", "A", "R", "J", numbers six, eight, cero, nine, two, six, eight, four, two. FOLIO number E 6729512 letter "E", numbers six, seven, two, nine, five, one, two.

Of miss GABRIELA BAÑUELOS RAMÍREZ, it is BARG590623UU6, letters "B", "A", "R", "G", numbers five, nine, cero, six, two, three, letters "U", "U", number six. FOLIO number E 6725277 letter "E", numbers six, seven, two, five, two, seven, seven.



(English translation from Spanish)

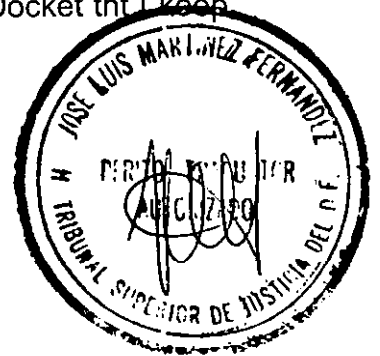
Of mister J. FÉLIX BAÑUELOS RAMÍREZ, it is BARF670610UF6, letters "B", "A", "R", "F", numbers six, seven, cero, six, one, cero, letters "U", "F", number six. FOLIO number E 6724909 letter "E", numbers six, seven, two, four, nine, cero, nine.

Of mister PABLO BAÑUELOS RAMÍREZ, it is BARP701220DW6, letters "B", "A", "R", "P", numbers seven, cero, one, two, two, cero, letters "D", "W", number six. FOLIO number E 6724911 letter "E", numbers six, seven, two, four, nine, one, one.

Of miss ANA ISABEL BAÑUELOS RAMÍREZ, it is BARA651009RK3, letters "B", "A", "R", "A", numbers six, five, one, cero, cero, nine, letters "R", "K", number three. FOLIO number E 6724907 letter "E", numbers six, seven, two, four, nine, cero, seven.

Of mister GUILLERMO BAÑUELOS RAMÍREZ, it is BARG730118RA3, letters "B", "A", "R", "G", numbers seven, three, cero, one, one, eight, letters "R", "A", number three. FOLIO number E 6642645 letter "E", numbers six, six, four, two, six, four, five.

Photocopies of these documents are included in the Documents Docket that I keep under the same number as this Public Instrument.



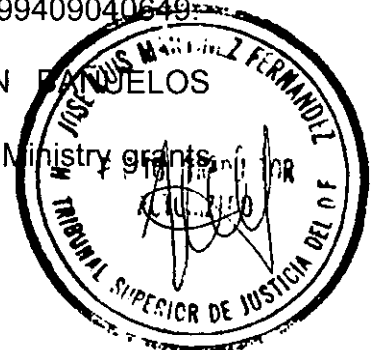
(English translation from Spanish)

SIXTH. EXPENSES.- All expenses, fees and taxes arising from this Public Deed, including its registration at the Public Registry of Commerce, are payable and shall be paid by the company called "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, who accepts such condition through its SPECIAL DELEGATE, mister GUSTAVO DE LUNA CRUZ.

SEVENTH.- INTERPRETATION, LEGAL VENUE AND JURISDICTION.- For compliance of its provisions hereunder, the SPECIAL DELEGATE, mister GUSTAVO DE LUNA CRUZ, on behalf of the corporation called "TEQUILA CAZADORES" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, hereby submits to the interpretation under the Code of Commerce, the Civil Code for the Federal District and applicable laws of the State of Jalisco, and expressly submits to the competition and jurisdiction of the Courts and Judges corresponding to Arandas, Jalisco, waiving, as a consequence thereof, to any other jurisdiction to which they may have access in reason of the present or any future domicile.

I N S E R T:

"1 ONE SEAL WITH THE NATIONAL CREST.- MINISTRY OF FOREIGN AFFAIRES.- MEXICO.- GENERAL BUREAU OF LEGAL AFFAIRES.- OFFICE OF PERMITS UNDER CONSTITUTIONAL ARTICLE 27.- DEPARTMENT OF CORPORATIONS.- BAR CODE.- PERMIT 1405,170.- FILE 199409040649- FOLIO 3N150QP7.- Pursuant to request filed by MR. LEÓN RAMÍREZ RAMÍREZ on behalf of TEQUILA CAZADORES, S.A. DE C.V., this Ministry grants,



(English translation from Spanish)

permission to change the corporate name from: TEQUILA CAZADORES, S.A. DE C.V. to GRUPO INDUSTRIAL TLAJOMULCO, S.A. DE C.V..- Having been GRANTED to the person filing the request the corresponding permission to amend the Corporate Bylaws in the above mentioned terms, pursuant to the provisions of Articles 16 of the Foreign Investment Law and 15 of the Regulations of the Foreign Investment Law and National Registry of Foreign Investment.- The beneficiary of this permit shall notify the Ministry of Foreign Affairs that it has been used, within the six months following its issuance, pursuant to the provisions of Article 18 of the Regulations of the Foreign Investment Law and National Registry of Foreign Investment.- This permit shall be void and null if, within ninety working days following its date of execution, its beneficiaries have not appeared before a notary public to grant the instrument to amend the corporate bylaws of the corporation, in accordance with the provisions of Article 17 of the Regulations of the Foreign Investment Law and National Registry of Foreign Investment; likewise, this permit is granted in consideration of the provisions of Article 91 of the Industrial Property Law.- The above is made known pursuant to the provisions of Articles 27, paragraph I of the Political Constitution of the United Mexican States; 28, paragraph V of the Organic Law for Federal Public Administration; 16 of the Foreign Investment and 15 and 18 of the Regulations of the Foreign Investment Law and National Registry of Foreign Investment.- GUADALAJARA, JAL., August 20, 2002.- THE DELEGATE.- SIGNED.- 1 ONE ILLEGIBLE SIGNATURE.- FMS ANTONIO DUEÑAS PULIDO.- 1 ONE SEAL WITH THE NATIONAL



THAT READS: UNITED MEXICAN STATES.- MINISTRY OF FOREIGN  
AFFAIRES.- DELEGATION IN GUADALAJARA, JAL.

C A P A C I T Y:

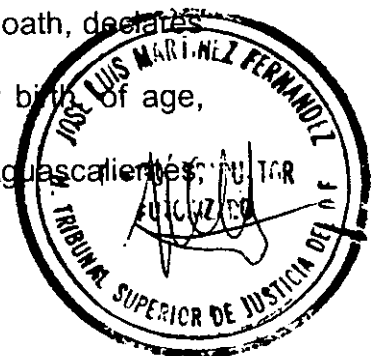
Mr. GUSTAVO DE LUNA CRUZ submits evidence of the legal existence of the company he represents, with such Public Deed as mentioned in the Recitals, Paragraph I one, and the capacity with which he appears, which he under oath declares that these have not been revoked, modified or limited in any manner, with the Minutes of the General Extraordinary Shareholders' Meeting that is protocolized by this Public Instrument, in which he was appointed Special Delegate.

I THE NOTARY, CERTIFY:

a) That the inserts contained in this Public Deed match entirely, as appropriate, with the originals that I saw and with which they were confronted, of which photocopies were added to the Docket for General Documents that I keep, under the same number as this Public Instrument, pursuant to the provisions of Article 88 eighty eight of the Law for Notary Publics for the State of Jalisco.

b) That I personally know the individual appearing, who I deem to have legal capacity to enter into contracts and assume liabilities under the law, and I further state that I do not see any reason to believe he is incapable in any manner, nor that I am aware that he is in any way subject to civil liability.

c) That by his general information, the person appearing, under oath, declares to be: Mr. GUSTAVO DE LUNA CRUZ, of Mexican citizenship by birth, of age, married, professional, born in the city of Aguascalientes, State of Aguascalientes,



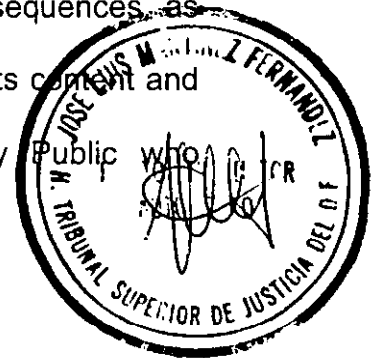
on September 1<sup>st</sup> first of the year 1952 one thousand nine hundred and fifty two, resident of this capital city, with domicile in the plot of land marked with number 1168 one thousand one hundred and sixty eight of Bahamas Street, Colonia Chapultepec, in this city, who identifies himself with Voting Identification with photography, folio number 21903852, two, one, nine, cero, three, eight, five, two, issued by the Federal Elections Institute, of which a photocopy is added to the Docket for General Documents that I keep, corresponding to this Volume and same number as this Public Deed.

d) Pertaining the Income Tax (*Impuesto Sobre la Renta*), the individual appearing, under oath, declares that both himself personally and the company he represents are current in payment of such tax, without having proved it with sufficient evidence, and upon having made the corresponding legal warnings.

e) That I warned the individual appearing of the need to register this Protocolization of Minutes at the Public Registry of Property, Section for Commerce.

f) That pursuant to the provisions of Article 133 one hundred and thirty three, paragraph VI of the currently effective Law for Notary Publics for the State of Jalisco, I informed the individual appearing of the total cost of this Public Deed, with which he agreed.

HAVING READ this Public Instrument by the issuing Notary Public to the individual appearing, and warned him about its scope, effects and legal consequences, as well as the need for its registration, he acknowledges and accepts its content and ratifies and signs before and together with the issuing Notary Public who



(English translation from Spanish)

authorizes, at 18:45 eighteen hours and forty five minutes of the same day and month first set herein.

SIGNED.- GUSTAVO DE LUNA CRUZ.- 1 ONE ILLEGIBLE SIGNATURE.-

SIGNED.- MR. CONRADO CEVALLOS PONCE.- Initials as set in the seal of authorization.

On the margin of the book, there reads the following note:

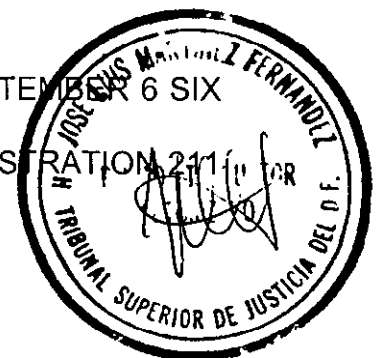
Under number 53,058 fifty three thousand and fifty eight and following of the appendix of this Volume, I respectively add duplicates of the Notices given to the Archives for Public Documents and Notice given to the Collections Bureau of the Public Registry of Property number 125 one hundred and twenty five, for an amount of \$70.00.- SIGNED.- MR. CONRADO CEVALLOS PONCE.

The above mentioned inserts match entirely with the originals that I saw.

THIS FIRST DEED FIRST IN ORDER WAS EXTRACTED FROM THE MATRIX THAT I ISSUE IN THESE (9) NINE PAGES FOR "TEQUILA CAZADORES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE.- It has been reviewed and corrected.

GUADALAJARA, JALISCO, SEPTEMBER 3 THREE, OF THE YEAR 2002 TWO THOUSAND AND TWO.

THIS FIRST DEED HAS BEEN DULY REGISTERED AS OF SEPTEMBER 6 SIX OF THE YEAR 2002 TWO THOUSAND AND TWO, UNDER REGISTRATION 2111 FOR



(English translation from Spanish)

TWO HUNDRED AND ELEVEN, VOLUME 3 THREE, FIRST BOOK OF THE  
REGISTRY OF COMMERCE, HAVING REGISTERED A DULY AUTHORIZED  
COUNTERPART OF THE MEETING UNDER DOCUMENT 3 THREE, APPENDIX  
16 SIXTEEN OF THIS SAME BOOK OF THE PUBLIC REGISTRY OF  
PROPERTY AND COMMERCE OF ARANDAS, JALISCO.

(a stamp that reads:       Mr. Conrado Cevallos Ponce  
                                      Notary Public number 60  
                                      Guadalajara, Jal.  
                                      United Mexican States)

Mr. CONRADO CEVALLOS PONCE, Notary Public number 60 in this  
municipality,

CERTIFIES

That the preceding copy matches with what is registered in the docket that I  
keep, which consists in 9 (NINE) pages printed on both sides, which I certify having  
seen and certify the request from the beneficiary, for all legal purposes that might  
take place.

Guadalajara, Jalisco, October 14, 2002.



(English translation from Spanish)

(signed)

MR. CONRADO CEVALLOS PONCE

Notary Public number 60

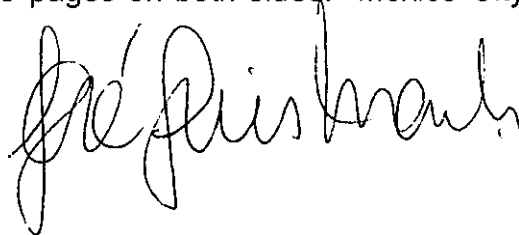
(a stamp that reads: Mr. Conrado Cevallos Ponce

Notary Public number 60

Guadalajara, Jal.

United Mexican States)

I, José Luis Martínez Fernández, Expert Translator, authorized by the Superior Court of Justice of the Federal District, do hereby certify that the foregoing is, to the best of my knowledge and belief, a true and correct translation of the Spanish original which is printed on 9 pages on both sides. Mexico City, Federal District, January 26, 2004.



**ROMO, PAILLÉS Y GUZMÁN, S.C.**

**CDA. TECAMACHALCO 45, PISO 1  
COL. REFORMA SOCIAL  
MÉXICO, D.F. 11650  
TEL. (52-55) 5520-8006  
FAX (52-55) 5520-7178**

JAN 27 2004

January 27, 2004

Janice W. Housey  
Roberts, Mlotkowski & Hobbes, P.C.  
8270 Greensboro Drive  
Suite 850  
McLean, VA 22102

Re: Public deed translation

Dear Janice:

Please find enclosed an official translation of the public deed number 53,058 which evidence the change of name of Tequila Cazadores, S. A. de C.V. to Grupo Industrial Tlajomulco, S.S. de C.V. and a simple photocopy of the original deed (in spanish).

Please do not hesitate to contact me should you require any further information or you have any question regarding the abovementioned deed.

Sincerely,

*Juan C. Hoffmann L.*  
Juan C. Hoffmann

## **Exhibit 1(c)**

**Opposition No. 125,436  
Bacardi & Company Limited**

**RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE**  
**TRADEMARKS ONLY** U.S. Patent and Trademark Office

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

**1. Name of conveying party(ies):**

Tequila Cazadores, S.A. de C.V.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership    ☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

 Additional name(s) of conveying party(ies)? ☐ Yes ☒ No
**3. Nature of Conveyance**

- ☐ Assignment      ☐ Merger  
☐ Security Agreement    ☒ Change of Name  
☐ Other

Execution Date: 3-Sep-02

**2. Name and address of receiving party(ies)**

Name: Grupo Industrial Tlajomulco, S.A. de C.V.

Internal

Address: 80 Santa Anita

Street Address: Tlajomulco de Zuñiga

City: State: Jalisco Zip:

Mexico

- ☐ Individual(s) Citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

If assignee is not domiciled in the United States, a domestic representative is attached: ☒ No ☐ Yes  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application number(s) or registration number(s):**

A Trademark Application No.(s)

B. Trademark Registration No.(s)

1,863,882

 Additional numbers attached? ☒ No ☐ Yes
**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Janice W. Housey

Internal Address:

Roberts, Mlotkowski &amp; Hobbes, P.C.

Suite 850

Street Address: 8270 Greensboro Dr

City: McLean State: VA Zip: 22102

**6. Total number of applications and registrations involved:.....**

1

**7. Total fee (37 CFR 3.41)..... \$ 40**

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

**8. Deposit account number:**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THE 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.*

Janice W. Housey  
 Name of person signing

Signature

14-Apr-03  
 Date

Total number of pages including cover sheet, attachments and document

1

## **Exhibit 1(d)**

**Opposition No. 125,436  
Bacardi & Company Limited**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Registration No. 1,863,882

Assignment Branch

COVER SHEET

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202

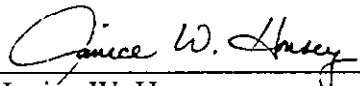
Madam:

Enclosed for filing in connection with the above-referenced matter, please find the following:

- (1) A re-submitted cover sheet for recordation of Name Change (filed April 15, 2003;
- (2) PTO Letter re: Non-Recordation

Respectfully submitted,

Date: October 6, 2003

  
Janice W. Housey  
Michael J. Mlotkowski  
Counsel for Applicant

Roberts, Mlotkowski & Hobbes, P.C.  
8270 Greensboro Drive  
Suite 850  
McLean, VA 22102

UNITED STATES  
PATENT AND  
★ TRADEMARK OFFICE

RECEIVED  
SEP 17 2003

BY:.....

SEPTEMBER 11, 2003

PTAS

Deputy Under Secretary of Commerce For Intellectual Property and  
Deputy Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

ROBERTS, MLOTKOWSKI & HOBBS, P.C.  
JANICE W. HOUSEY  
8270 GREENSBORO DR  
MCLEAN, VA 22102

\*102423532A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102423532

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

ANTIONE ROYALL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

04-18-2003

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

PTO-1594

RE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌⇌⇌

102423532

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

1. Name of conveying party(ies):  
Tequila Cazadores, S.A. de C.V.

4-15-03

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

Additional name(s) of conveying party(ies)? ☐ Yes ☒ No

3. Nature of Conveyance

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☒ Change of Name  
☐ Other

Execution Date: 3-Sep-02

2. Name and address of receiving party(ies)

Name: Grupo Industrial Tlajomulco, S.A. de C.V.

Internal

Address: 80 Santa Anita

Street Address: Tlajomulco de Zuñiga

City: State: Jalisco Zip:

Mexico

☐ Individual(s) Citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation      Mexico☐ OtherIf assignee is not domiciled in the United States, a domestic representative is attached: ☒ No ☐ Yes

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,863,882

Additional numbers attached? ☒ No ☐ Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janice W. Housey

Internal Address:

Roberts, Mlotkowski &amp; Hobbes, P.C.

Suite 850

Street Address: 8270 Greensboro Dr

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41)..... \$ 40

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/17/2003 DBYRNE 00000166 1863882

DO NOT USE THE SPACE

01 FC: 521 9. Statement and signature 10.00 DP

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.

Janice W. Housey  
Name of person signing

Signature

14-Apr-03  
Date

Total number of pages including cover sheet, attachments and document

1

Mail documents to be recorded with the required coversheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT  
COVERSHEET  
SUBMITTED  
W/O  
SUPPORTING  
DOCUMENTATION**

## **Exhibit 2**

**Opposition No. 125,436  
Bacardi & Company Limited**

## **Exhibit 2(a)**

**Opposition No. 125,436  
Bacardi & Company Limited**

U.S.

ASSIGNMENT OF TRADEMARK REGISTRATIONS

WHEREAS, Grupo Industrial Tlajomulco, S.A. de C.V. (formerly Tequila Cazadores, S.A. de C.V.) a Mexican corporation, located and doing business at 80 Santa Anita Municipio de Tlajomulco de Zuñiga, Jalisco, Mexico (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademarks shown in the attached Schedule A (hereinafter the "Marks");

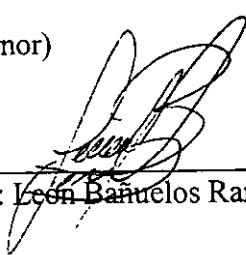
WHEREAS, Domino Recreativo, S.A., a Mexican corporation, located and doing business at 14, Rue du Marché, aux Herbes, L-1728 Luxembourg, Grand-Duché de Luxembourg, (hereinafter "Assignee"), is desirous of acquiring said Marks and the registrations thereof; and

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm that it did on May 31, 2002, sell, assign, and transfer unto the Assignee its entire right, title and interest in the U.S. in and to the U.S. trademark listed in the attached Schedule together with all goodwill attaching thereto.

Grupo Industrial Tlajomulco, S.A. de C.V.

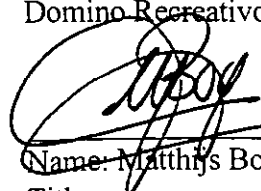
(Assignor)

Date: May 20, 2003

  
Name: León Bañuelos Ramírez  
Title:

Domino Recreativo, S.A. (Assignee)

Date: May 20, 2003

  
Name: Matthijs Bogers  
Title:

**SCHEDULE A**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
United States	TEQUILA CAZADORES and Design	1,863,882

## **Exhibit 2(b)**

**Opposition No. 125,436  
Bacardi & Company Limited**



04-18-2003

102424255

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌⇌⇌ ▼ ▼ ▼

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents at \_\_\_\_\_  
Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Grupo Industrial Tlajomulco, S.A. de C.V. **4/15/03**

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

Additional name(s) of conveying party(ies)? ☐ Yes ☒ No

2. Name and address of receiving party(ies)  
Name: Domino Recreativo, S.A.

Internal Address:  
Street Address: 14, Rue du Marché, aux Herbes  
City: Luxembourg      Zip: L-1728  
Grand-Duché de Luxembourg

☐ Individual(s) Citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

If assignee is not domiciled in the United States, a domestic representative is attached: ☒ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance  
☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: 31-May-02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,863,882

Additional numbers attached? ☒ No ☐ Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janice W. Housey  
Internal Address:  
Roberts, Mlotkowski & Hobbes, P.C.  
Suite 850  
Street Address: 8270 Greensboro Dr  
City: McLean      State: VA      Zip: 22102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THE 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.*

Janice W. Housey  
Name of person signing      Signature      14-Apr-03  
00000169 1863882      Date

Total number of pages including cover sheet, attachments and document 4

Mail documents to be recorded with the required coversheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

04/17/2003 DBYRNE  
01 FC 8521



**Exhibit 2(c)**

**Opposition No. 125,436  
Bacardi & Company Limited**



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

SEPTEMBER 12, 2003

PTAS

ROBERTS, MLOTKOWSKI & HOBBS, P.C.  
JANICE W. HOUSEY  
8270 GREENSBORO DR  
MCLEAN, VA 22102

Deputy Under Secretary of Commerce For Intellectual Property and  
Deputy Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

\*102424255A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/15/2003

REEL/FRAME: 002714/0790  
NUMBER OF PAGES: 3

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

GRUPO INDUSTRIAL TLAJOMULCO, S.A.  
DE C.V.

DOC DATE: 05/31/2002  
CITIZENSHIP: MYANMAR  
ENTITY: CORPORATION

ASSIGNEE:

DOMINO RECREATIVO, S.A.  
14, RUE DU MARCHE, AUX HERBES  
LUXEMBOURG, LUXEMBOURG L-1728

CITIZENSHIP: MYANMAR  
ENTITY: CORPORATION

APPLICATION NUMBER: 74281154  
REGISTRATION NUMBER: 1863882

FILING DATE: 06/02/1992  
ISSUE DATE: 11/22/1994

MARK: CAZADORES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002714/0790 PAGE 2

TARA WASHINGTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## **Exhibit 3**

**Opposition No. 125,436  
Bacardi & Company Limited**

## **Exhibit 3(a)**

**Opposition No. 125,436  
Bacardi & Company Limited**

U.S.

ASSIGNMENT OF TRADEMARK REGISTRATIONS

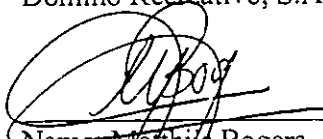
WHEREAS, Domino Recreativo, S.A., a Mexican corporation, located and doing business at 14, Rue du Marché, aux Herbes, L-1728 Luxembourg, Grand-Duché de Luxembourg (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademarks shown in the attached Schedule A (hereinafter the "Marks");

WHEREAS, Bacardi & Company Limited, a Liechtenstein corporation, located and doing business at 1000 Bacardi Road, Nassau, Bahamas, (hereinafter "Assignee"), is desirous of acquiring said Marks and the registrations thereof; and

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm that it did on May 31, 2002, sell, assign, and transfer unto the Assignee its entire right, title and interest in the U.S. in and to the U.S. trademark listed in the attached Schedule together with all goodwill attaching thereto.

Domino Recreativo, S.A. (Assignor)

Date: April 2, 2003

  
Name: Marthinus Bogers  
Title: President

**SCHEDULE A**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
United States	TEQUILA CAZADORES and Design	1,863,882

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark Registrations of:

Bacardi & Company Limited

Owner hereby appoints Janice Housey, Michael Mlotkowski, Charles Lobsenz, Peter Roberts and Laurence Hobbes and Roberts, Mlotkowski & Hobbes, P.C. as its attorneys to transact all business with the U.S. Patent and Trademark Office in connection with its registrations.

Please address all correspondence in these matters to:

Janice W. Housey  
Roberts, Mlotkowski & Hobbes, P.C.  
8270 Greensboro Drive  
Ste 850  
McLean, VA 22102

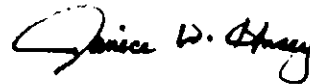
Domestic Representative

Roberts, Mlotkowski & Hobbes, P.C. is hereby appointed Owner's representative upon whom notice or process in proceedings affecting the mark may be served.

Respectfully submitted,

Bacardi & Company Limited

Date: April 15, 2003



---

Name: Janice W. Housey  
Title: Counsel

U.S.

ASSIGNMENT OF TRADEMARK REGISTRATIONS

WHEREAS, Domino Recreativo, S.A., a Mexican corporation, located and doing business at 14, Rue du Marché, aux Herbes, L-1728 Luxembourg, Grand-Duché de Luxembourg (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademarks shown in the attached Schedule A (hereinafter the "Marks");

WHEREAS, Bacardi & Company Limited, a Liechtenstein corporation, located and doing business at 1000 Bacardi Road, Nassau, Bahamas, (hereinafter "Assignee"), is desirous of acquiring said Marks and the registrations thereof; and

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm that it did on May 31, 2002, sell, assign, and transfer unto the Assignee its entire right, title and interest in the U.S. in and to the U.S. trademark listed in the attached Schedule together with all goodwill attaching thereto.

Domino Recreativo, S.A. (Assignor)

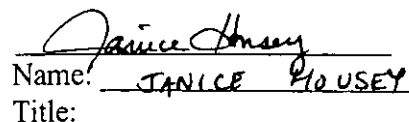


Date: 5-21-03

Name: Matthijs Bogers

Title: \_\_\_\_\_

Bacardi & Company Limited (Assignee)



Date: 5-21-03

Name: JANICE HOUSLEY

Title: \_\_\_\_\_

**SCHEDULE A**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
United States	TEQUILA CAZADORES and Design	1,863,882

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark Registrations of:

Bacardi & Company Limited

Owner hereby appoints Janice Housey, Michael Mlotkowski, Charles Lobsenz, Peter Roberts and Laurence Hobbes and Roberts, Mlotkowski & Hobbes, P.C. as its attorneys to transact all business with the U.S. Patent and Trademark Office in connection with its registrations.

Please address all correspondence in these matters to:

Janice W. Housey  
Roberts, Mlotkowski & Hobbes, P.C.  
8270 Greensboro Drive  
Ste 850  
McLean, VA 22102

Domestic Representative

Roberts, Mlotkowski & Hobbes, P.C. is hereby appointed Owner's representative upon whom notice or process in proceedings affecting the mark may be served.

Respectfully submitted,

Bacardi & Company Limited

Date: 5/21/03

  
Name:  
Title:

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark Registrations of:

Domino Recreativo, S.A.

Owner hereby appoints Janice Housey, Michael Mlotkowski, Charles Lobsenz, Peter Roberts and Laurence Hobbes and Roberts, Mlotkowski & Hobbes, P.C. as its attorneys to transact all business with the U.S. Patent and Trademark Office in connection with its registrations.

Please address all correspondence in these matters to:

Janice W. Housey  
Roberts, Mlotkowski & Hobbes, P.C.  
8270 Greensboro Drive  
Ste 850  
McLean, VA 22102

Domestic Representative

Roberts, Mlotkowski & Hobbes, P.C. is hereby appointed Owner's representative upon whom notice or process in proceedings affecting the mark may be served.

Respectfully submitted,

Domino Recreativo, S.A.

Date:

May 20, 2003



Name: Matthijs Bogers

Title:

## **Exhibit 3(b)**

**Opposition No. 125,436  
Bacardi & Company Limited**

04-18-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0351-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102424256

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

## 1. Name of conveying party(ies):

Domino Recreativo, S.A.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation      Mexico  
☐ Other

Additional name(s) of conveying party(ies)? ☐ Yes ☒ No

## 3. Nature of Conveyance

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: 31-May-02

## 2. Name and address of receiving party(ies)

Name: Bacardi &amp; Company Limited

Internal

Address:

Street Address: 1000 Bacardi Road

City: Nassau      Zip:

Bahamas

☐ Individual(s) Citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation      Liechtenstein☐ OtherIf assignee is not domiciled in the United States, a domestic representative is attached: ☒ Yes ☐ No  
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,863,882

Additional numbers attached? ☒ No ☐ Yes

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janice W. Housey

Internal Address:

Roberts, Mlotkowski &amp; Hobbes, P.C.

Suite 850

Street Address: 8270 Greensboro Dr

City: McLean      State: VA      Zip: 22102

## 6. Total number of applications and registrations involved:.....

1

## 7. Total fee (37 CFR 3.41)..... \$ 40

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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## 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.*

Janice W. Housey

Name of person signing

00000168 1863882

Signature

14-Apr-03

Date

Total number of pages including cover sheet, attachments and document

4

Mail documents to be recorded with the required coversheet information to:  
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Washington, D.C. 20231

04/17/2003 DBYRNE

01 FC:0521

40.00 DP



## **Exhibit 3(c)**

**Opposition No. 125,436  
Bacardi & Company Limited**



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

SEPTEMBER 12, 2003

PTAS

ROBERTS, MLOTKOWSKI & HOBBS, P.C.  
JANICE W. HOUSEY  
8270 GREENSBORO DR., SUITE 850  
MCLEAN, VA 22102

Deputy Under Secretary of Commerce For Intellectual Property and  
Deputy Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

\*102424256A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/15/2003

REEL/FRAME: 002714/0829  
NUMBER OF PAGES: 2

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

DOMINO RECREATIVO, S.A.

DOC DATE: 05/31/2002  
CITIZENSHIP: MEXICO  
ENTITY: CORPORATION

ASSIGNEE:

BACARDI & COMPANY LIMITED  
1000 BACARDI ROAD  
NASSAU, BAHAMAS

CITIZENSHIP: LIECHTENSTEIN  
ENTITY: CORPORATION

APPLICATION NUMBER: 74281154  
REGISTRATION NUMBER: 1863882

FILING DATE: 06/02/1992  
ISSUE DATE: 11/22/1994

MARK: CAZADORES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002714/0829 PAGE 2

THERESA FREDERICK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## **Exhibit 4**

**Opposition No. 125,436  
Bacardi & Company Limited**

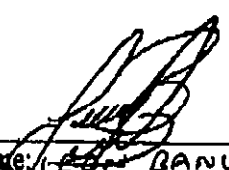
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark Registration No. 1863882

Mark: CAZADORES

**DECLARATION**

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the company; on June 4, 2002, Tequila Cazadores, S.A. de C.V. changed its name to Grupo Industrial Tlajomulco, S.A. de C.V. and such name change was properly affected in accordance with local law; all statements herein and in the subject application made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Date: 11-04-2003  
Name: LEON BANUELOS RAMIREZ  
Title: ATTORNEY-IN-FACT

## **Exhibit 5**

**Opposition No. 125,436  
Bacardi & Company Limited**

EXECUTION COPY

---

AGREEMENT ON THE PURCHASE AND SALE  
OF  
INTELLECTUAL PROPERTY  
AND  
RELATED INTANGIBLES

By and Between

DOMINÓ RECREATIVO, S.A.

and

BACARDI & COMPANY LIMITED

Dated as of May 31, 2002

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**AGREEMENT ON THE PURCHASE AND SALE OF  
INTELLECTUAL PROPERTY AND RELATED INTANGIBLES**

**THIS AGREEMENT ON THE PURCHASE AND SALE OF  
INTELLECTUAL PROPERTY AND RELATED INTANGIBLES**, dated as of this  
31st day of May, 2002, made by and between

**DOMINÓ RECREATIVO, S.A.**, a stock company (*sociedad anónima*)  
resident in and having its principal place of business in the Grand Duchy  
of Luxembourg, acting through its Zollikon branch (hereinafter referred to  
as the "Seller"), and

**BACARDI & COMPANY LIMITED**, a company having its principal  
place of business in the Commonwealth of the Bahamas (hereinafter  
referred to as the "Buyer"),

**W I T N E S S E T H :**

**WHEREAS** the Seller and its Affiliates are engaged in the production,  
marketing, sale, and distribution of certain products and services in the tequila industry,  
including tequila products under the brand identity "Cazadores," in Mexico and certain  
other countries worldwide;

**WHEREAS** the Seller represents to own certain trademarks and other intellectual  
property hitherto used by the Seller or its Affiliates in the production, marketing, sale,  
and distribution of "Cazadores" brand tequila products;

**WHEREAS** the Buyer, a wholly owned subsidiary of Bacardi Limited (a  
company organized under the laws of Bermuda), holds title to most of the trademarks  
owned by the Buyer Group and is responsible within such group for the administration of  
such trademarks and for the nature and quality of all products manufactured, bottled, and  
sold by the Buyer Group under such trademarks;

**WHEREAS** the Seller wishes to sell to the Buyer all right, title, and interest in  
and to certain trademarks and other intellectual property used for or related to the  
production, marketing, sale, and distribution of "Cazadores" brand tequila products, as  
more fully described below, subject to the terms and conditions specified herein, and the  
Buyer wishes to buy such trademarks and other intellectual property, subject to the same  
terms and conditions;

**WHEREAS**, simultaneously with the execution of this Agreement, Tequila  
Cazadores, S.A. de C.V. (an Affiliate of the Seller) and Tequila Cazadores de Arandas, S.  
de R.L. de C.V. (an Affiliate of the Buyer) are entering into an agreement entitled  
"Agreement on the Purchase and Sale of Assets" (the "Tangible Assets Purchase  
Agreement") whereby the party of the first part agrees to sell to the party of the second

part certain constructions, facilities, equipment, and other tangible and intangible assets used for or related to the production and sale of "Cazadores" brand tequila products;

**WHEREAS**, simultaneously with the execution of this Agreement, Tequila Cazadores, S.A. de C.V. (an Affiliate of the Seller) and Tequila Cazadores de Arandas, S. de R.L. de C.V. (an Affiliate of the Buyer) are entering into an agreement entitled "Lease Agreement and Option to Buy" (the "Lease/Option Agreement") whereby the party of the first part agrees to lease and then to sell to the party of the second part certain assets used for or related to the production and sale of "Cazadores" brand tequila products;

**WHEREAS**, simultaneously with the execution of this Agreement, certain individual members of the Bafuelos family (Affiliates of the Seller), as parties of the first part, and Tequila Cazadores de Arandas, S. de R.L. de C.V., as party of the second part, are entering into an agreement entitled "Agreement on the Purchase and Sale of Real Estate" (the "Real Estate Purchase Agreement") whereby the parties of the first part agree to sell to the party of the second part certain real estate used for or related to the production and sale of "Cazadores" brand tequila products; and

**WHEREAS**, simultaneously with the execution of this Agreement, the Buyer and the Seller (or certain Affiliates of the Buyer and the Seller) are entering into certain other related transactions, including cross-guaranties, as further specified in this Agreement, the Tangible Assets Purchase Agreement, the Lease/Option Agreement and the Real Estate Purchase Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

## **ARTICLE I**

### **INTERPRETATION AND APPLICATION**

**1.01. Effectiveness.** This Agreement shall come into effect upon the execution and delivery hereof and shall remain in effect until terminated in accordance with Article VII.

**1.02. Defined Terms.** Whenever used in this Agreement, the following terms shall have the meanings respectively ascribed thereto:

(a) **"Acquisition Documents"** means, collectively, the Bill of Sale and General Assignment, the Tangible Assets Purchase Agreement, the Lease/Option Agreement, the Real Estate Purchase Agreement, the Non-Competition Agreement, the Escrow Agreement, the License Agreement, the Supply Agreement, the IA Cross-Guaranty, the TA Cross-Guaranty, and any other agreements, documents, certificates, and instruments to be prepared, executed, or delivered pursuant to this Agreement or any of the foregoing agreements or instruments.

(b) **"Affiliate"** means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such first Person and includes any predecessor of such other Person.

(c) **"Agreement"** means this Agreement on the Purchase and Sale of Intellectual Property and Related Intangibles, as such agreement may be amended or supplemented from time to time in accordance with the terms hereof.

(d) **"Bañuelos Individual Parties"** means Félix Bañuelos Jiménez, María Teresa Ramírez Estrada de Bañuelos, Gabriela Bañuelos Ramírez, León Bañuelos Ramírez, José María Bañuelos Ramírez, Ana Isabel Bañuelos Ramírez, J. Félix Bañuelos Ramírez, Juan Bañuelos Ramírez, Pablo Bañuelos Ramírez, and Guillermo Bañuelos Ramírez.

(e) **"Bill of Sale and General Assignment"** has the meaning ascribed thereto in Section 2.06(a).

(f) **"Books and Records"** has the meaning ascribed thereto in Section 2.01(f).

(g) **"Breaching Party"** has the meaning ascribed thereto in Section 6.03(a).

(h) **"Business Day"** means any day other than a Saturday, Sunday, or any other day on which banking institutions in Mexico City, Mexico, or Miami, Florida, United States, are authorized or required to close.

(i) **"Buyer"** has the meaning ascribed thereto in the preamble hereof.

(j) **"Buyer Group"** means the Buyer and its Affiliates, and the past, present, and future officers, directors, stockholders, investors, agents, and representatives of each of the foregoing.

(k) **"Cazadores Business"** means the manufacture, marketing, sale and distribution by the Seller or its Affiliates, on or prior to the Closing Date, of the Cazadores Products or any other products or services under trademarks or trade names that include the name "Cazadores."

(l) **"Cazadores Products"** means the tequila beverages manufactured or sold, by or on behalf of the Seller or any of its Affiliates, under the trademark or brand identity "Cazadores," including tequila-in-process (including "mosto," and tequila-in-process that may be "blanco," "ordinario," "reposado" or "añejo") and tequila finished products, as well as other related products manufactured or sold by or on behalf of the Seller or any of its Affiliates under the "Cazadores" trademark or brand identity.

(m) **"Claim Rights"** has the meaning ascribed thereto in Section 2.01(h).

(n) **"Claims"** means all claims, demands, actions, causes of action, assessments, losses, investigations, proceedings, damages, penalties, fines, costs, expenses and judgments, including interest and penalties and reasonable attorneys' fees, disbursements and expenses.

(o) **"Closing"** has the meaning ascribed thereto in Section 2.05(a).

(p) **"Closing Date"** has the meaning ascribed thereto in Section 2.05(a).

(q) **"Confidential Information"** has the meaning ascribed thereto in Section 4.04 in respect of the obligations of the Seller and has the meaning ascribed thereto in Section 4.05 in respect of the obligations of the Buyer. Confidential Information shall include information disclosed pursuant to the Confidentiality Agreement.

(r) **"Confidentiality Agreement"** means a certain letter agreement dated October 9, 2001, entered into by and between Bacardi Limited and Tequila Cazadores, S.A. de C.V., concerning certain confidentiality obligations of the parties in respect of certain information to be exchanged regarding the Cazadores Business.

(s) **"Contracts"** means all legally binding agreements, contracts, leases and subleases, purchase orders, arrangements, commitments and licenses, whether oral or written.

(t) **"Control"** means, in respect of any Person, the power to control the direction, management and policies of that Person, or to elect a majority of its directors, managing directors, trustees or other governing authorities of that Person. The verbal forms **"Controls"** and **"Controlled"** shall be interpreted accordingly.

(u) **"Designs"** has the meaning ascribed thereto in Section 2.01(c).

(v) **"Escrow Agent"** means The Bank of New York, a banking corporation organized and existing under the laws of the State of New York, United States, and any successor thereto or replacement thereof, as determined jointly from time to time by the Buyer and the Seller.

(w) **"Escrow Agreement"** means the agreement defined as such in Section 2.07, as such agreement may be amended and supplemented from time to time in accordance with the terms thereof.

(x) **"Escrowed Amount"** has the meaning ascribed thereto in Section 2.04(b).

(y) **"Governmental Authority"** means any body, agency or official of any branch (including the executive, legislative and judicial branches) of government of any country or any political subdivision thereof.

(z) **"LA Cross-Guaranty"** has the meaning ascribed thereto in Section 2.08(d).

(aa) **"Indemnatee"** means the Person seeking indemnification pursuant to Article VI.

(bb) **"Indemnitor"** means the Party from whom indemnification is sought pursuant to Article VI.

(cc) **"Inquiry"** has the meaning ascribed thereto in Section 4.04(b).

(dd) **"Intellectual Property"** means all inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, rights in inventions, and all patents, patent applications, and disclosures related thereto, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, trade secrets, know-how, confidential information, including manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, technical data, designs, and drawings, liquor blend specifications (as used from time to time), recipes and formulae, copyrights, works of authorship, trademarks, service marks, trade names, trade dress, logos, product configurations, bottle designs, slogans, brand names, labels, and domain names (including all registrations, pending applications to register, or rights to apply for registration of, any of the foregoing), and any licenses or user rights related to the foregoing, and all other intellectual property rights of a similar or corresponding character.

(ee) **"Internet Addresses"** has the meaning ascribed thereto in Section 2.01(g).

(ff) **"Know-How"** has the meaning ascribed thereto in Section 2.01(d).

(gg) **"Laws"** means any constitution, law, statute, ordinance, rule, regulation, directive, policy, code, order, judgment, decree, or technical norm, issued by any Governmental Authority.

(hh) **"Lease/Option Agreement"** has the meaning ascribed thereto in the preamble hercof, as such agreement may be amended and supplemented from time to time in accordance with the terms thereof.

(ii) **"Letter of Intent"** means a certain letter dated December 20, 2001, executed by Bacardi Limited and Tequila Cazadores, S.A. de C.V., as amended by letters dated March 25, 2002, and May 29, 2002, outlining the terms and conditions concerning the acquisition of the Cazadores Business by Bacardi Limited or its Affiliates.

(jj) **"License Agreement"** has the meaning ascribed thereto in Section 4.08(b).

(kk) **"Lien"** means, in respect of any asset or thing, any lien, mortgage, pledge, charge, security interest, restriction, claim, encumbrance or third party right of any kind, whether statutory or otherwise, in respect of such asset, other than those in favor of the Buyer.

(ll) **"Mexico"** means the United Mexican States.

(mm) **"Non-Breaching Party"** has the meaning ascribed thereto in Section 6.03(a).

(nn) **"Non-Competing Parties"** means the Seller, Tequila Cazadores, S.A. de C.V. and the Bafuelos Individual Parties.

(oo) **"Non-Competition Agreement"** has the meaning ascribed thereto in Section 4.06 of this Agreement.

(pp) **"Notice of Claim"** has the meaning ascribed thereto in Section 6.06(b).

(qq) **"Party"** means either party to this Agreement.

(rr) **"Person"** means a human being, labor organization, partnership, limited liability company, limited liability partnership, association, undivided estate, joint venture, corporation, trustee, trustee in bankruptcy, receiver, Governmental Authority, or any other legal entity whatsoever.

(ss) **"Purchase Price"** has the meaning ascribed thereto in Section 2.04.

(tt) **"Purchased Assets"** has the meaning ascribed thereto in Section 2.01.

(uu) **"Real Estate Purchase Agreement"** has the meaning ascribed thereto in the preamble hereof, as such agreement may be amended and supplemented from time to time in accordance with the terms thereof.

(vv) **"Registrations"** has the meaning ascribed thereto in Section 2.01(b).

(ww) **"Seller"** has the meaning ascribed thereto in the preamble hereof.

(xx) **"Seller Group"** means the Seller and its Affiliates, and the past, present, and future officers, directors, stockholders, investors, agents, and representatives of each of the foregoing.

(yy) **"TA Cross-Guaranty"** has the meaning ascribed thereto in Section 2.08(c).

(zz) **"Tangible Assets Purchase Agreement"** has the meaning ascribed thereto in the preamble hereof, as such agreement may be amended and supplemented from time to time in accordance with the terms thereof.

(aaa) **"Tax" or "Taxes"** means all national, federal, state, provincial or local taxes in any country having tax jurisdiction over either the Seller or the Cazadores Products, including income, corporation, advance corporation, national insurance, and Social Security contributions, capital gains, customs, excise, import, stamp duty, stamp duty reserve tax, gross receipts, windfall profits, value added, governmental fees, severance, property, production, sales, use, duty, license, franchise, employment, withholding or similar taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

(bbb) **"Technical Manuals"** has the meaning ascribed thereto in Section 2.01(e).

(ccc) **"Third-Party Claim"** means, in respect of the obligations of each Indemnitor hereunder, a Claim asserted against or imposed upon the Indemnatee by any third party, or incurred by the Indemnatee to any third party.

(ddd) **"Trademark Prosecution Counsel"** has the meaning ascribed thereto in Section 4.11(a).

(eee) **"Trademark Prosecution Proceedings"** has the meaning ascribed thereto in Section 4.11.

(fff) **"Trademarks"** has the meaning ascribed thereto in Section 2.01(a).

(ggg) **"U.S. Trademark"** has the meaning ascribed thereto in Section 3.01(l)(i).

(hhh) **"United States" or "U.S."** means the United States of America.

(iii) **"Use of Corporate Name Agreement"** means the agreement dated January 28, 2002, executed by and between the Seller and Tequila Cazadores, S.A. de C.V., as parties of the first part, and Grupo Industrial Bacardi de México, S.A. de C.V. and Amaro Argamasilla Bacardi, as parties of the second part.

(jii) **"USPTO"** means the United States Patent and Trademark Office or any successor entity.

**1.03. Other Rules of Construction.**

(a) The definitions in Section 1.02 shall apply equally to both the singular and plural forms of the terms defined.

(b) Whenever the context so requires, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

(d) Unless the context shall otherwise require, all references to "Party" and "Parties" shall be deemed references to the parties to this Agreement and, to the extent permitted by this Agreement, to a Party's successor in title.

(e) Unless the context shall otherwise require, all references to Articles, Sections and Paragraphs shall be deemed references to Articles, Sections and Paragraphs of this Agreement.

(f) All references herein to Schedules and Annexes shall be deemed to be references to the Schedules and Annexes to this Agreement. The Schedules and Annexes are integral parts of this Agreement.

(g) The terms "this Agreement," "hereof," "hereunder," and similar expressions refer to this Agreement as a whole and not to any particular Article or Section or other portion of this Agreement and include any agreement supplemental hereto.

(h) The conjunction "or" shall be understood in its inclusive sense (and/or).

(i) The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**1.04. Effects.** This Agreement shall be binding upon, and shall redound to the benefit of, the Parties hereto and their respective successors and permitted assigns. Except as otherwise expressly provided herein, this Agreement shall not create or confer, or be construed as creating or conferring, any right, remedy, claim or benefit upon any Person other than the Parties hereto and their respective successors and permitted assigns.

**1.05. Waivers and Amendments.** Any amendment or supplementation of this Agreement or any waiver of any term or condition thereof shall be effective only if in writing. A waiver of any breach of any of the terms or conditions of this Agreement shall not in any way be construed as a waiver of any subsequent breach.

**1.06. Severability.** In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in

any respect for any reason, the validity, legality and enforceability of any such provision in any other respect and the remaining provisions of this Agreement shall not, at the election of the Party for whom the benefit of the provision exists, be in any way impaired.

**1.07. Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

**1.08. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to the conflict-of-laws rules thereof.

**1.09. Entire Agreement.** This Agreement, which includes the Schedules and Annexes hereto, together with the Acquisition Documents, contains the entire agreement between the Buyer and the Seller in respect of the transactions contemplated by this Agreement and the Acquisition Documents and supersedes all prior arrangements or understandings in respect thereof, including the Letter of Intent and the Confidentiality Agreement, but excluding the Use of Corporate Name Agreement, which shall continue to be in effect in accordance with its terms.

## **ARTICLE II**

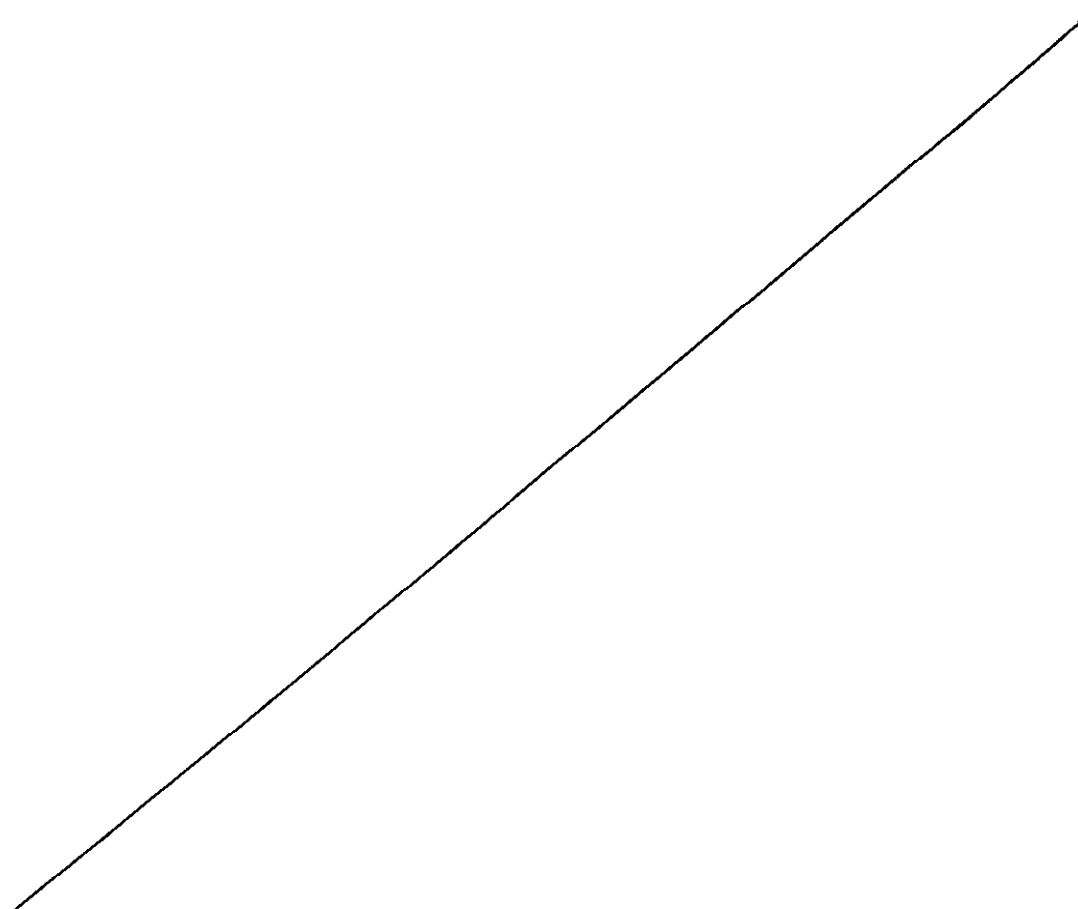
### **PURCHASE AND SALE**

**2.01. Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing the Seller shall sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller, free and clear of all Liens, all right, title and interest of the Seller in and to the following assets (the "Purchased Assets"):

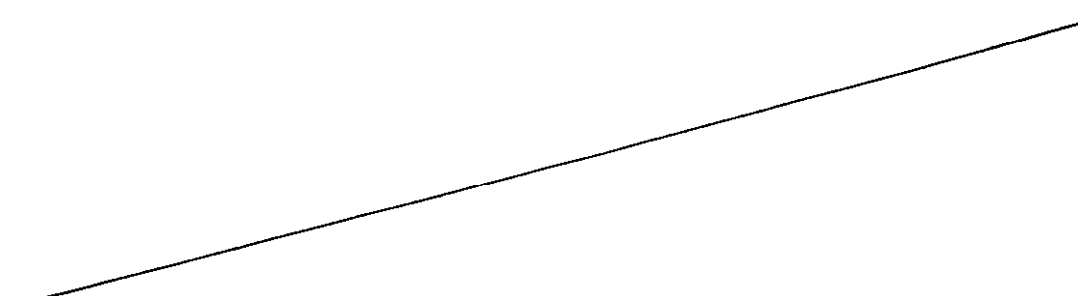
(a) Any and all trademarks, trade names, symbols, devices, logos or other words or designations used at any time and anywhere by the Seller or any of its Affiliates to identify and distinguish Cazadores Products, and any combination of such names, symbols, devices, logos, or other words or designations (hereinafter referred to as the "Trademarks"), including the Trademarks described on Schedule 2.01(a), together with the goodwill appurtenant to the Trademarks;

(b) Any and all registrations and applications for registration that may exist anywhere in the name of the Seller or any of its Affiliates in respect of any of the Trademarks (hereinafter referred to as the "Registrations"), including the Registrations set forth on Schedule 2.01(b), and all rights pertaining to any such Registrations;

(c) Any and all designs and copyrights for labels, caps, bottles, packages, and other commercial designs used at any time anywhere or in an advanced stage of development by the Seller or any of its Affiliates for or in connection with the Trademarks or the Cazadores Products (hereinafter referred to as the "Designs"), including the Designs set forth on Schedule 2.01(c);



(g) Any and all domain names or internet addresses used at any time anywhere by the Seller or any of its Affiliates for or in connection with the Trademarks or the Cazadores Products (the "Internet Addresses"), including the internet addresses set forth on **Schedule 2.01(a)**.



**2.02. Excluded Assets.** The Purchased Assets shall not include any assets of the Seller or any of its Affiliates other than those referred to in Section 2.01. For the

avoidance of doubt, the Purchased Assets shall not include any trademarks and other intellectual-property rights used solely for the production, marketing, sales, or distribution of mixed tequila under the "Hacienda Vieja" and "Espuela de Oro" trademarks or agave aguardiente under the "Gallo Giro" trademark, and not used for the production, marketing, sales, or distribution of Cazadores Products.

## 2.05. Closing.

(a) The transactions contemplated by this Agreement shall be consummated simultaneously in one act (the "Closing"). The date of the Closing shall be called the "Closing Date." The Closing shall be effective as of the close of business on the Closing Date.

(b) The Closing shall be held as soon as practicable but not later than the fifth (5<sup>th</sup>) Business Day following delivery of a notice by either Party to the other that the conditions set forth in Sections 5.01(c), (d), (e) and (g) and 5.02(c), (d) and (e) are satisfied or waived. Notwithstanding the foregoing, in no event shall the Closing be held except simultaneously with the consummation of the transactions contemplated in the Tangible Assets Purchase Agreement and the Real Estate Purchase Agreement.

(c) Unless the Parties may otherwise agree in writing, the Closing shall take place at the offices of Covington & Burling, 1201 Pennsylvania Ave., NW, Washington, DC 20004, United States, commencing at 10:00 a.m. local time.

**2.08. Related Transactions.** Simultaneously with the execution of this Agreement:

(a) Tequila Cazadores, S.A. de C.V. (an Affiliate of the Seller), and Tequila Cazadores de Arandas, S. de R.L. de C.V. (an Affiliate of the Buyer), are entering into the Tangible Assets Purchase Agreement and the Lease/Option Purchase Agreement;

(b) The Bañuelos Individual Parties (all Affiliates of the Seller), as parties of the first part, and Tequila Cazadores de Arandas, S. de R.L. de C.V. (an Affiliate of the Buyer), as party of the second part, are entering into the Real Estate Purchase Agreement.

(c) Tequila Cazadores, S.A. de C.V., is executing a Cross-Guaranty (the "TA Cross-Guaranty") whereby it guarantees the full and timely performance of (i) the obligations of the Seller under this Agreement and the transactions contemplated hereby and (ii) the obligations of the Sellers (as this term is defined in the Real Estate Purchase Agreement) under the Real Estate Purchase Agreement and the transactions contemplated thereby; and

(d) The Seller is executing a Cross-Guaranty (the "IA Cross-Guaranty") whereby the Seller guarantees the full and timely performance of (i) the obligations of the Seller (as this term is defined in the Tangible Assets Purchase Agreement) under the Tangible Assets Purchase Agreement and the Lease/Option Agreement and the transactions contemplated thereby and (ii) the obligations of the Sellers (as this term is defined in the Real Estate Purchase Agreement) under the Real Estate Purchase Agreement and the transactions contemplated thereby.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES**

**3.01. Representations and Warranties of the Seller.** To induce the Buyer to acquire the Purchased Assets, the Seller hereby makes the following representations and warranties, as of the date hereof and again as of the Closing, as follows:

(a) **Organization.** The Seller is a stock company (*sociedad anónima*) duly organized and validly existing under the laws of Mexico and has all requisite power and authority to own, to operate and to lease its assets and properties and to carry on its business as currently conducted. The Seller is a resident of Luxembourg for tax purposes and has a branch in Zollikon, Switzerland.

under this Agreement and the obligations of the Seller and its Affiliates under the Acquisition Documents and shall be disbursed by the Escrow Agent to such Person, at such time, and in such manner as provided for in the Escrow Agreement.

**2.08. Related Transactions.** Simultaneously with the execution of this Agreement:

(a) Tequila Cazadores, S.A. de C.V. (an Affiliate of the Seller), and Tequila Cazadores de Arandas, S. de R.L. de C.V. (an Affiliate of the Buyer), are entering into the Tangible Assets Purchase Agreement and the Lease/Option Purchase Agreement;

(b) The Bañuelos Individual Parties (all Affiliates of the Seller), as parties of the first part, and Tequila Cazadores de Arandas, S. de R.L. de C.V. (an Affiliate of the Buyer), as party of the second part, are entering into the Real Estate Purchase Agreement.

(c) Tequila Cazadores, S.A. de C.V., is executing a Cross-Guaranty (the "TA Cross-Guaranty") whereby it guarantees the full and timely performance of (i) the obligations of the Seller under this Agreement and the transactions contemplated hereby and (ii) the obligations of the Sellers (as this term is defined in the Real Estate Purchase Agreement) under the Real Estate Purchase Agreement and the transactions contemplated thereby, and

(d) The Seller is executing a Cross-Guaranty (the "IA Cross-Guaranty") whereby the Seller guarantees the full and timely performance of (i) the obligations of the Seller (as this term is defined in the Tangible Assets Purchase Agreement) under the Tangible Assets Purchase Agreement and the Lease/Option Agreement and the transactions contemplated thereby and (ii) the obligations of the Sellers (as this term is defined in the Real Estate Purchase Agreement) under the Real Estate Purchase Agreement and the transactions contemplated thereby.

### ARTICLE III

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(a) **Organization.** The Seller is a stock company (*sociedad anónima*) duly organized and validly existing under the laws of Mexico and has all requisite power and authority to own, to operate and to lease its assets and properties and to carry on its business as currently conducted. The Seller is a resident of Luxembourg for tax purposes and has a branch in Zollikon, Switzerland.

(b) **Authorization and Binding Effect.** All corporate proceedings required by the constituent documents of the Seller or otherwise for the execution and delivery of this Agreement and each of the Acquisition Documents to which the Seller is a party and for the consummation by the Seller of the transactions contemplated hereby and thereby have been duly completed. The Seller has full right, power and authority (i) to execute, to deliver and to perform this Agreement and the Acquisition Documents to which the Seller is a party, (ii) to take, to perform and to execute all proceedings, acts, and instruments required by it to consummate the sale of the Purchased Assets to the Buyer in accordance with the terms of this Agreement, and (iii) to fulfill its obligations hereunder. This Agreement constitutes, and when duly executed and delivered the Acquisition Documents to which the Seller is a party will constitute, the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights, and (ii) that the remedy of specific performance and injunctive and other forms of relief may be subject to equitable defenses, whether considered in a suit at law or in equity.

(c) **Consents and Approvals.** Except as set forth in Schedule 3.01(c), no consent, approval, authorization, waiver or notice to or from any Person is required for the execution, delivery and performance by the Seller of this Agreement and the Acquisition Documents to which the Seller is a party.

(d) **No Violation.** Except as set forth in Schedule 3.01(d), the execution, delivery and performance by the Seller of this Agreement and the Acquisition Documents to which the Seller is a party will not (i) constitute a violation of the constituent documents of the Seller; (ii) constitute, or with the giving of notice or lapse of time or both constitute, a default (or give rise to any right of termination, cancellation or acceleration) or otherwise conflict with, any agreement, instrument or commitment to which the Seller is a party or by which the Seller is otherwise bound; (iii) constitute a violation of any Law applicable or relating to the Seller or any of the Purchased Assets; or (iv) result in the creation or imposition of any Lien upon any of the Purchased Assets pursuant to the provisions of any of the foregoing.

(f) **Title to Assets.** The Seller is the sole and rightful owner of all right, title and interest in and to the Trademarks, the Registrations, the Designs, the Know-How, the Technical Manuals, the Books and Records, the Claim Rights and the Internet Addresses, free and clear of all Liens.

(i) **Accuracy of Certain Schedules.** Schedule 2.01(a) contains a true, correct, and complete list of all trademarks, trade names, symbols, devices, logos, or other words or designations used at any time and anywhere by the Seller or any of its Affiliates to identify and distinguish Cazadores Products. Schedule 2.01(b) contains a true, correct, and complete list of all registrations and applications for registration that may exist anywhere in the name of the Seller or any of its Affiliates in respect of the Trademarks, as well as true, correct, and complete copies of such registrations and applications for registration. Schedule 2.01(c) contains a true, correct, and complete list of all designs and copyrights for labels, caps, bottles, packages, and other commercial designs used at any time anywhere by the Seller or any of its Affiliates for or in connection with the Trademarks or the Cazadores Products, as well as true, correct, and complete copies of such designs and copyrights.

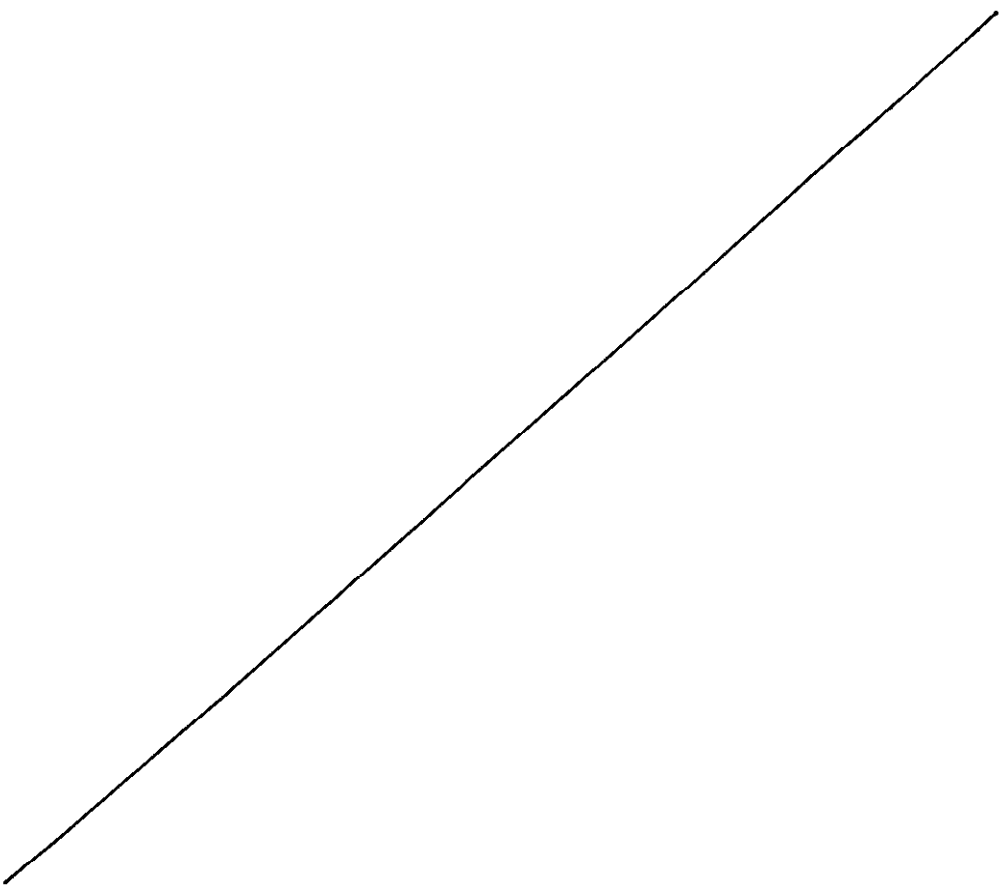
(j) **Adequacy of the Purchased Assets.** The Purchased Assets comprise, in all material respects, the totality of the Intellectual Property used by the Seller and its Affiliates to conduct the Cazadores Business.

(k) **Disclosure.** There is no fact known to the Seller concerning the Cazadores Business or the Purchased Assets (other than facts relating to general economic or industry conditions) that, to the Seller's knowledge, materially adversely affects, or insofar as the Seller reasonably foresees, materially threatens, the Cazadores Business or the Purchased Assets, that has not been disclosed to the Buyer in this Agreement or the Schedules hereto. Notwithstanding the foregoing, the Seller does not make any representations or warranties to the Buyer as to the projections, prospects, success, expectations, returns, market conditions, or future of the Cazadores Business

upon the transfer of the Purchased Assets to the Buyer on or after the Closing Date. No representation or warranty of the Seller made in this Agreement or in the Schedules hereto or in any certificate given by or on behalf of the Seller hereunder contains any untrue statement of material fact or omits to state a material fact the omission of which would render such representation or warranty misleading.

**(l) Trademark Registration in the United States.**

(i) The Trademarks include any and all rights of the Seller (and any and all rights currently or formerly held by any Affiliate of the Seller) in and to the "Cazadores" trademark in the United States, including any and all rights based on use and any and all rights based on U.S. Registration No. 1863882 or any other registration or application for registration or petition for reinstatement of registration or other petitions or proceedings pending or concluded before the USPTO regarding such trademark (the "U.S. Trademark").



(v) Without prejudice to the warranties provided in this Section 3.01(l), the Seller shall be subject to further indemnification obligations as provided in Section 6.01(f).

(n) **Independent Advice.** The Seller acknowledges that it and its Affiliates have consulted with their own professional tax, accounting and legal advisors and have carefully and independently reviewed all matters it and they deem relevant to the tax, accounting and legal effects of entering into this Agreement and the Acquisition Documents. The Seller further acknowledges that it and its Affiliates are solely responsible for such tax, accounting and legal effects as they relate to the Seller and its Affiliates.

**3.02. Representations and Warranties of the Buyer.** To induce the Seller to sell the Purchased Assets to the Buyer, the Buyer hereby makes the following representations and warranties to the Seller, as of the date hereof and again as of the Closing, as follows:

(a) **Organization.** The Buyer is a corporation duly organized and validly existing under the laws of Liechtenstein with its principal place of business in the Bahamas, and has all requisite corporate power and authority to own, to operate and to lease its assets and properties and to carry on its business as currently conducted. The Buyer is a wholly-owned subsidiary of Bacardi Limited.

(b) **Authorization and Binding Effect.** All corporate proceedings required by the constituent documents of the Buyer or otherwise for the execution and delivery of this Agreement and each of the Acquisition Documents to which the Buyer is a party and for the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly completed. The Buyer has full right, power and authority (i) to execute, to deliver and to perform this Agreement and the Acquisition Documents to which the Buyer is a party, (ii) to take, to perform and to execute all proceedings, acts, and instruments required by it to consummate the purchase of the Purchased Assets from the Seller in accordance with the terms of this Agreement, and (iii) to fulfill its obligations hereunder. This Agreement constitutes, and when duly executed and delivered the Acquisition Documents to which the Buyer is a party will constitute, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights, and (ii) that the remedy of specific performance and injunctive and other forms of relief may be subject to equitable defenses, whether considered in a suit at law or in equity.

(d) **No Violation.** Except as set forth in **Schedule 3.02(d)**, the execution, delivery and performance by the Buyer of this Agreement and the Acquisition Documents to which the Buyer is a party will not (i) constitute a violation of the constituent documents of the Buyer; (ii) constitute, or with the giving of notice or lapse of time or both constitute, a default (or give rise to any right of termination, cancellation or acceleration) or otherwise conflict with, any agreement, instrument or commitment to which the Buyer is a party or by which the Buyer is otherwise bound; (iii) constitute a violation of any Law applicable or relating to the Buyer or any of the Purchased Assets; or (iv) result in the creation or imposition of any Lien upon any of the Purchased Assets pursuant to the provisions of any of the foregoing.

(e) **Certain Corporate Information.** **Schedule 3.02(e)** contains (i) a true, correct and complete copy of the instrument of incorporation and current by-laws of the Buyer; and (ii) a true, correct and complete copy of the corporate resolutions of the Buyer authorizing the execution and delivery by the Buyer of this Agreement and the consummation of the transactions contemplated hereby.

(f) **Independent Advice.** The Buyer acknowledges that it and its Affiliates have consulted with their own professional tax, accounting and legal advisors and have carefully and independently reviewed all matters it and they deem relevant to the tax, accounting and legal effects of entering into this Agreement and the Acquisition Documents. The Buyer further acknowledges that it and its Affiliates are solely responsible for such tax, accounting and legal effects as they relate to the Buyer and its Affiliates.

## **ARTICLE IV**

### **COVENANTS**

**4.01. Obligation to Effect the Closing.** The Seller shall exert all reasonable endeavors to satisfy all the conditions set forth in Section 5.01 hereof and to effect the Closing at the earliest practicable date. The Buyer shall exert all reasonable endeavors to satisfy all the conditions set forth in Section 5.02 hereof and to effect the Closing at the earliest practicable date.

**4.02. Information.** Prior to the Closing Date, the Seller shall give, and cause its Affiliates to give, to the Buyer and its Affiliates and their respective representatives, upon reasonable advance notice, commercially reasonable access to the personnel, facilities, books, records and materials pertaining to the Purchased Assets or the Cazadores Business, as the same existed prior to the relevant date. Notwithstanding the foregoing,

prior to the Closing Date, (i) the representatives of the Buyer or its Affiliates shall have access to the Seller's personnel only in the presence of the Seller's representatives and (ii) the Seller shall not be obligated to provide access to the formula or processes for the production of Cazadores Products. After the Closing Date and for a period of five (5) years, the Seller shall give, and cause its Affiliates to give, to the Buyer and its Affiliates and their respective representatives, upon reasonable advance notice, commercially reasonable access to the personnel, facilities, books, records and materials, to the extent related to any Claims or Taxes, pertaining to the Purchased Assets or the Cazadores Business, as the same existed prior to the relevant date.

#### **4.03. Cooperation and Further Assurances.**

(a) Each Party shall cooperate reasonably with the other in preparing and filing any and all notices, applications, reports and other instruments and documents which may be required by any Law or Governmental Authority in connection with the transactions contemplated by this Agreement, including the transfer, assignment and conveyance of the Trademarks, the Registrations, the Designs, or the Internet Addresses to the Buyer.

(b) Without limitation of the foregoing, from and after the date of the Closing, each Party shall, from time to time, at the request of the other Party and without further cost or expense to such requesting Party, execute and deliver such other instruments of conveyance and transfer and take such other actions as such other Party may reasonably request in order more effectively to carry out this Agreement and to vest in the Buyer good and marketable title to the Purchased Assets.

(c) Without limitation of the foregoing, should the Seller obtain, receive or be granted after the Closing, from or by any Person whatsoever and for any reason whatsoever, any right, title or interest in or to any of the Purchased Assets, the Seller shall immediately give notice thereof to the Buyer and shall forthwith convey, transfer and deliver all of such right, title or interest to the Buyer without any consideration other than the consideration provided for in this Agreement.

(d) Without limitation of the foregoing, the parties shall cooperate in preparing and making any additional filings that might be required under applicable Laws relating to antitrust matters, including those of the United States and Mexico.

#### **4.04. Confidentiality Obligations of the Seller.**

(a) The Seller shall not, without the prior written consent of the Buyer, disclose Confidential Information to any Person, except to its Affiliates or its officers, directors, employees, representatives or counsel or those of any such Affiliates who already know or possess or need to know or possess such information for the consummation of the transactions contemplated hereby, and in each case who are directed to keep, and who keep, such information confidential pursuant hereto, unless in the opinion of counsel to the Seller disclosure is required to be made by Law.

(b) Should the Seller or any of its Affiliates be requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information or other similar process to disclose any Confidential Information (collectively an "Inquiry"), the Seller shall provide the Buyer with prompt notice of such Inquiry in order that the Buyer may seek a protective order or take any other action that the Buyer may deem appropriate. The Seller shall be free to comply with such Inquiry without incurring any liability hereunder unless prior to the deadline for responding to such Inquiry the Buyer (acting at its sole cost and expense) shall have obtained an order, decision, or determination by a competent authority enjoining, quashing, staying, withdrawing or otherwise rendering ineffective such Inquiry; and such order, decision or determination shall have been notified by the Buyer to the Seller prior to the abovementioned deadline.

(c) The obligations of the Seller under this Section 4.04 shall survive the Closing and shall remain in effect for a period of five (5) years from the date hereof, except that the Seller's obligation to maintain the confidentiality of Confidential Information related to the Purchased Assets (including in particular the formulas and processes contained therein) shall be perpetual.

(d) The Seller acknowledges that money damages alone may not provide adequate relief to the Buyer or the Affiliates of the Buyer if Confidential Information were to be disclosed in violation of this Section 4.04.

(e) For purposes of this Section 4.04 only, "Confidential Information" shall mean proprietary knowledge relating to or concerning the Purchased Assets, the Cazadores Business or the businesses of the Buyer and its Affiliates, but shall not include information that:

(i) In respect of information regarding the Buyer or its Affiliates, was known by the Seller or its Affiliates on or before September 21, 2001;

(ii) In respect of information regarding the Buyer or its Affiliates, has become or becomes available to the Seller or its Affiliates from any source (other than the Buyer or its Affiliates) that is not bound by a duty of confidentiality to the Buyer or its Affiliates;

(iii) In respect of information regarding the Buyer or its Affiliates, has been or is independently developed by the Seller or its Affiliates without the use of information made available by the Buyer or its Affiliates; or

(iv) Is or hereafter becomes available to the public through no breach of this Agreement by the Seller or its Affiliates.

#### **4.05. Confidentiality Obligations of the Buyer.**

(a) The Buyer shall not, without the prior written consent of the Seller, disclose Confidential Information to any Person, except to the Affiliates of the Buyer or

the officers, directors, employees, representatives or counsel of the Buyer or any such Affiliates who already know or possess or need to know or possess such information for the consummation of the transactions contemplated hereby, and in each case who are directed to keep, and who keep, such information confidential pursuant hereto, unless in the opinion of counsel to the Buyer disclosure is required to be made by Law.

(b) Should the Buyer or any of its Affiliates be subject to an Inquiry, the Buyer shall provide the Seller with prompt notice of such Inquiry in order that the Seller may seek a protective order or take any other action that the Seller may deem appropriate. The Buyer shall be free to comply with such Inquiry without incurring any liability hereunder unless prior to the deadline for responding to such Inquiry the Seller (acting at its sole cost and expense) shall have obtained an order, decision, or determination by competent authority enjoining, quashing, staying, withdrawing or otherwise rendering ineffective such Inquiry; and such order, decision or determination shall have been notified by the Seller to the Buyer prior to the abovementioned deadline.

(c) The obligations of the Buyer under this Section 4.05 shall survive the Closing and shall remain in effect for a period of five (5) years from the date hereof.

(d) The Buyer acknowledges that money damages alone may not provide adequate relief to the Seller or the Affiliates of the Seller if Confidential Information were to be disclosed in violation of this Section 4.05.

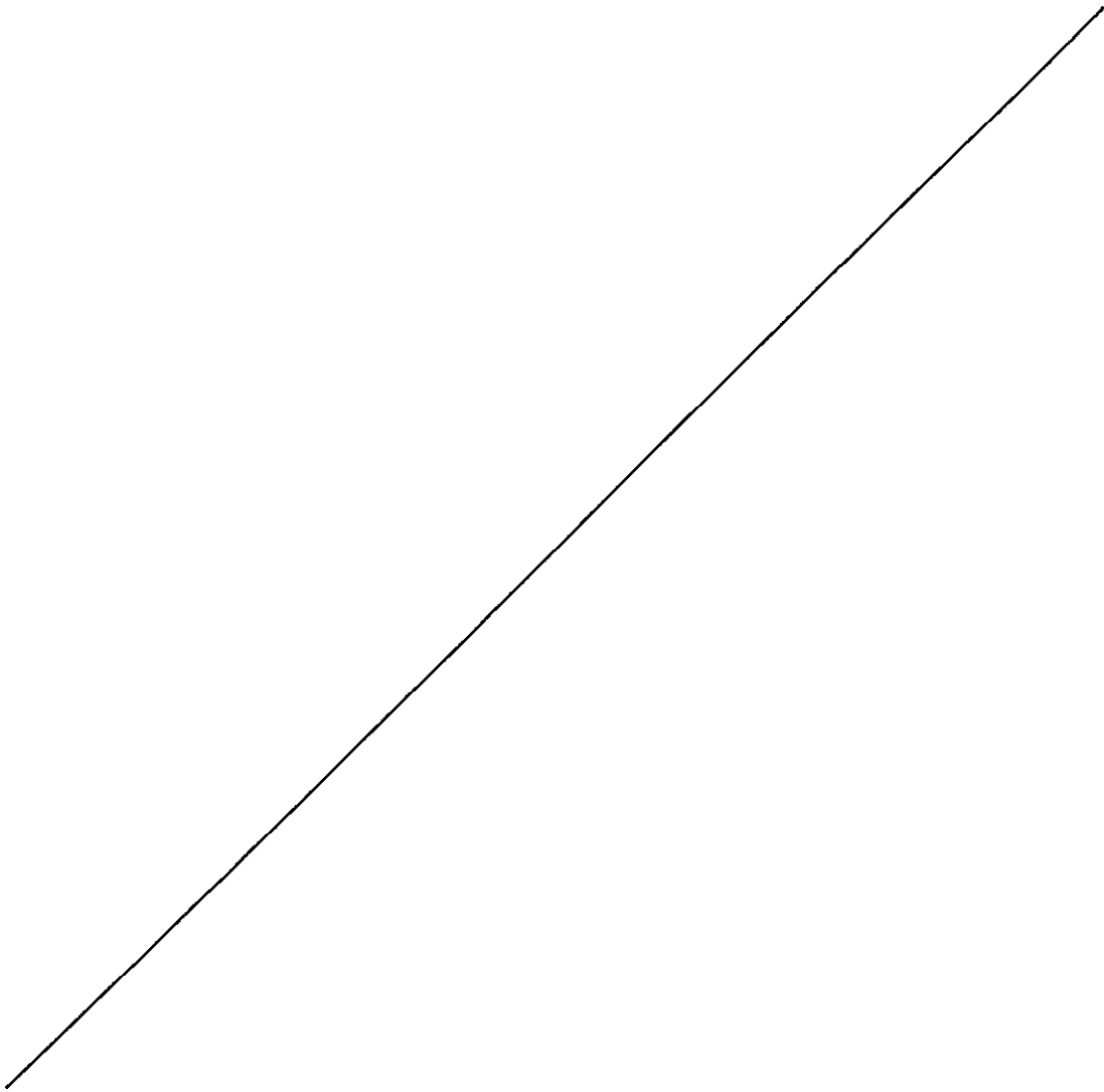
(e) For purposes of this Section 4.05 only, the term "Confidential Information" shall mean proprietary knowledge relating to the Purchased Assets and any other assets, liabilities, businesses, or properties of the Seller or its Affiliates (except that after the Closing such term shall not include the Purchased Assets or the Cazadores Business), but shall not include information that:

(i) Was known by the Buyer or its Affiliates on or before September 21, 2001;

(ii) Has become or becomes available to the Buyer or its Affiliates from any source (other than the Seller or its Affiliates) that is not bound by a duty of confidentiality to the Seller or its Affiliates;

(iii) Has been or is independently developed by the Buyer or its Affiliates without the use of information made available by the Seller or its Affiliates; or

(iv) Is or hereafter becomes available to the public through no breach of this Agreement by the Buyer or its Affiliates.



**4.09. Actions Regarding Representations and Warranties.** The Seller and the Buyer shall each take all reasonable actions necessary to avoid rendering any of their respective representations or warranties contained in or made pursuant to this Agreement inaccurate, and, further, shall promptly give notice to the other of any breach of any representation, warranty, covenant or obligation hereunder; provided, however, that no such action or notice shall limit the liability of the Seller or the Buyer, as the case may be, arising from such inaccuracy or breach.

**4.10. Public Disclosure.** Neither Party shall make or cause to be made any press release or similar public announcement or communication concerning the terms, conditions or other provisions of this Agreement or the Acquisition Documents without the consent of the other Party, except (i) as necessary to comply with the requirements of any applicable Law or the mandate of any Governmental Authority, or (ii) to the extent that the information conveyed is already in the public domain. Notwithstanding the

foregoing, the Buyer shall be entitled to make or cause to be made, following the Closing, a press release or similar public announcement or communication, in such form and with such content as the Buyer shall determine, announcing the consummation of the transaction and the principal terms thereof; provided that price and tax structure for the Seller shall not be disclosed without the previous written approval of the Seller.

**ARTICLE V**  
**CONDITIONS TO THE CLOSING**

**5.01. Conditions to Obligations of the Buyer.** The obligations of the Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions, each of which may be waived by the Buyer:

(a) **Representations and Warranties; Performance of Obligations.** Subject to any changes that may have been waived in writing by the Buyer, (i) the representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date (except that representations and warranties made as of a specific date need be true and correct in all material respects only as of such date); (ii) the Seller shall not have violated, in any material respect, any covenant or agreement made by the Seller in this Agreement and shall have performed, in all material respects, all obligations to be performed by the Seller under this Agreement prior to or as of the Closing Date; and (iii) the Seller shall have delivered to the Buyer a certificate, signed by the Seller and dated the Closing Date, certifying to the satisfaction of the conditions set forth in subparagraphs (i) and (ii) of this Subsection 5.01(a).

(b) **Execution and Delivery of Acquisition Documents.** Each of the Acquisition Documents to which the Seller is a party that such Seller is required hereunder to execute at or prior to the Closing shall have been duly executed and delivered by such Seller substantially in the form of the appropriate Annex hereto (in the case of Acquisition Documents for which forms are provided as Annexes hereto) or otherwise in such form and substance as sufficient to comply with the provisions of this Agreement and the applicable Laws to the reasonable satisfaction of the Buyer.

(c) **Consents and Approvals.** The Buyer shall have received evidence of those consents, approvals, authorizations, waivers or notices set forth in **Schedule 3.01(c)** hereto. No such consent, approval, authorization, waiver, notice, release or discharge shall have been withdrawn or suspended other than as a result of any act or omission of the Buyer or any of its Affiliates.

(d) **No Government Proceeding or Litigation.** No injunction or governmental order restraining consummation of the transaction shall have been enacted, nor a proceeding by any Governmental Authority shall have been instituted or threatened that questions the validity of the transactions contemplated hereby or by the Acquisition Documents.

(e) **Antitrust Waiting Period or Authorization.** All waiting period requirements or authorizations under the antitrust or competition Laws of Mexico and the United States shall have been satisfied.

(f) **Due Diligence Investigation.** The Buyer shall have completed to its satisfaction a due diligence review of the Cazadores Business.

(g) **Permits.** The Buyer shall have obtained from the competent Governmental Authorities all Permits that are necessary for the Buyer lawfully to conduct and operate the Cazadores Business as currently conducted, including such Permits as may be necessary to replace those held by the Seller prior to the Closing Date that may not be transferable to the Buyer.

(h) **Conditions Under the Real Estate Purchase Agreement.** The conditions to the obligations of the Buyer (as this term is defined in the Real Estate Purchase Agreement) to consummate the transactions contemplated in the Real Estate Purchase Agreement shall have been satisfied or waived in writing.

(i) **Conditions Under the Tangible Assets Purchase Agreement.** The conditions to the obligations of the Buyer (as this term is defined in the Tangible Assets Purchase Agreement) to consummate the transactions contemplated in the Tangible Assets Purchase Agreement shall have been satisfied or waived in writing.

(j) **Conditions under the Lease/Option Agreement.** To the extent required to be satisfied at and as of the Closing Date and not at a time thereafter, the conditions to the obligations of the Buyer (as this term is defined in the Lease/Option Agreement) to consummate the transactions contemplated in the Lease/Option Agreement shall have been satisfied or waived in writing.

(k) **Termination of Distribution Arrangement Documentation.** The Buyer shall have received fully-executed documents to hold in escrow pending Closing, reflecting fulfillment of certain obligations pursuant to Section 4.07.

**5.02. Conditions to Obligations of the Seller.** The obligations of the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions, each of which may be waived by the Seller:

(a) **Representations and Warranties; Performance of Obligations.** Subject to any changes that may have been waived in writing by the Seller, (i) the representations and warranties made by the Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date; (ii) the Buyer shall not have violated, in any material respect, any covenant or

agreement made by the Buyer in this Agreement and shall have performed, in all material respects, all obligations to be performed by the Buyer under this Agreement prior to or as of the Closing Date; and (iii) the Buyer shall have delivered to the Seller a certificate, signed on behalf of the Buyer by a senior officer of the Buyer and dated the Closing Date, certifying to the satisfaction of the conditions set forth in subparagraphs (i) and (ii) of this subsection 5.02(a).

**(b) Execution and Delivery of Acquisition Documents.** Each of the Acquisition Documents to which the Buyer is a party and that the Buyer is required hereunder to execute at or prior to the Closing shall have been duly executed and delivered by the Buyer substantially in the form of the appropriate Annex hereto (in the case of Acquisition documents for which forms are provided as Annexes hereto), or otherwise in such form and substance as sufficient to comply with the provisions of this Agreement to the reasonable satisfaction of the Seller.

**(c) Consents and Approvals.** The Seller shall have received evidence of those consents, approvals, authorizations, waivers or notices set forth in Schedule 3.02(c) hereto. No such consent, approval, authorization, waiver, notice, release or discharge shall have been withdrawn or suspended other than as a result of any act or omission of the Seller or any of its Affiliates.

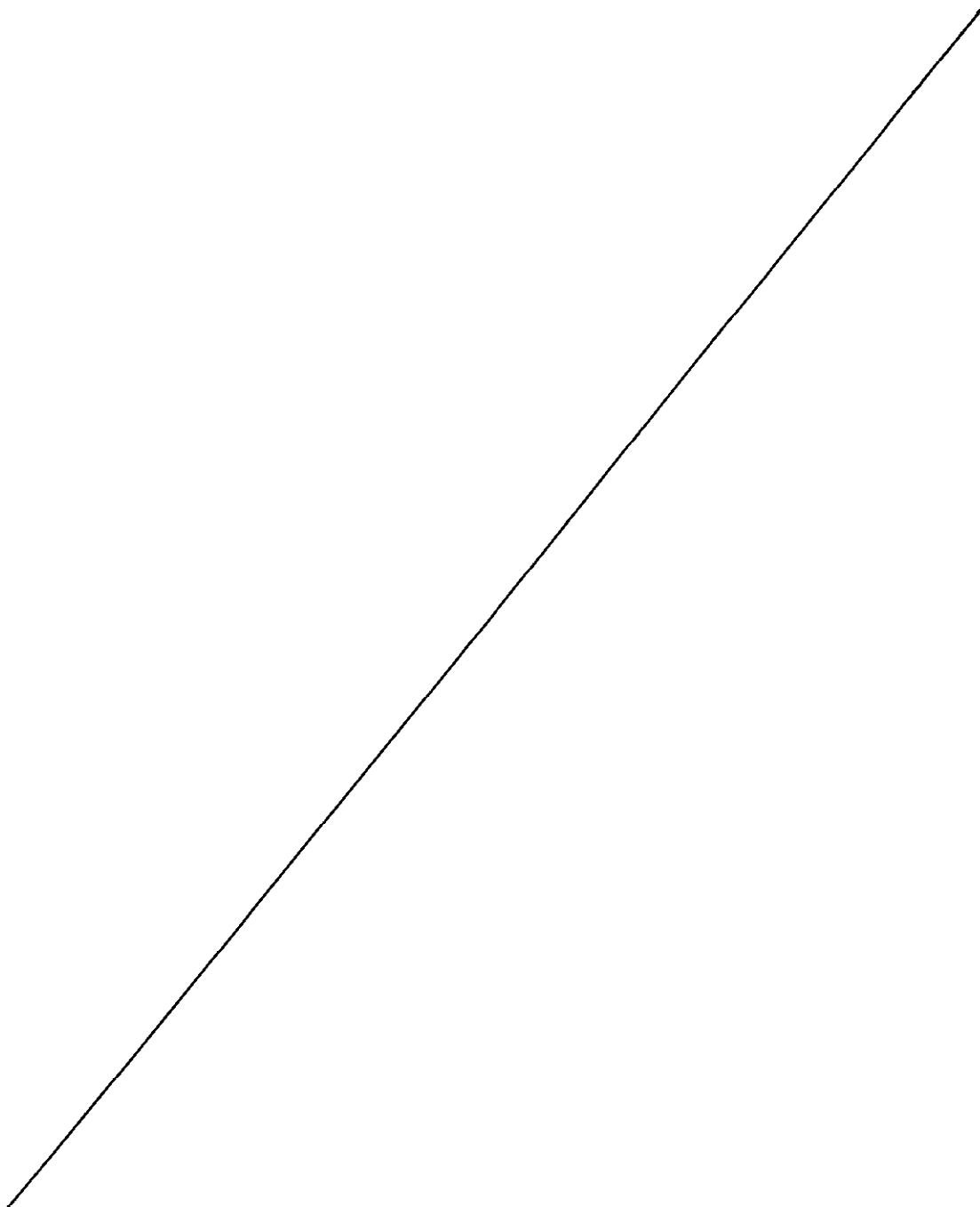
**(d) No Government Proceeding or Litigation.** No injunction or governmental order restraining consummation of the transaction shall have been enacted, nor a proceeding by any governmental authority shall have been instituted or threatened that questions the validity of the transactions contemplated hereby or by the Acquisition Documents.

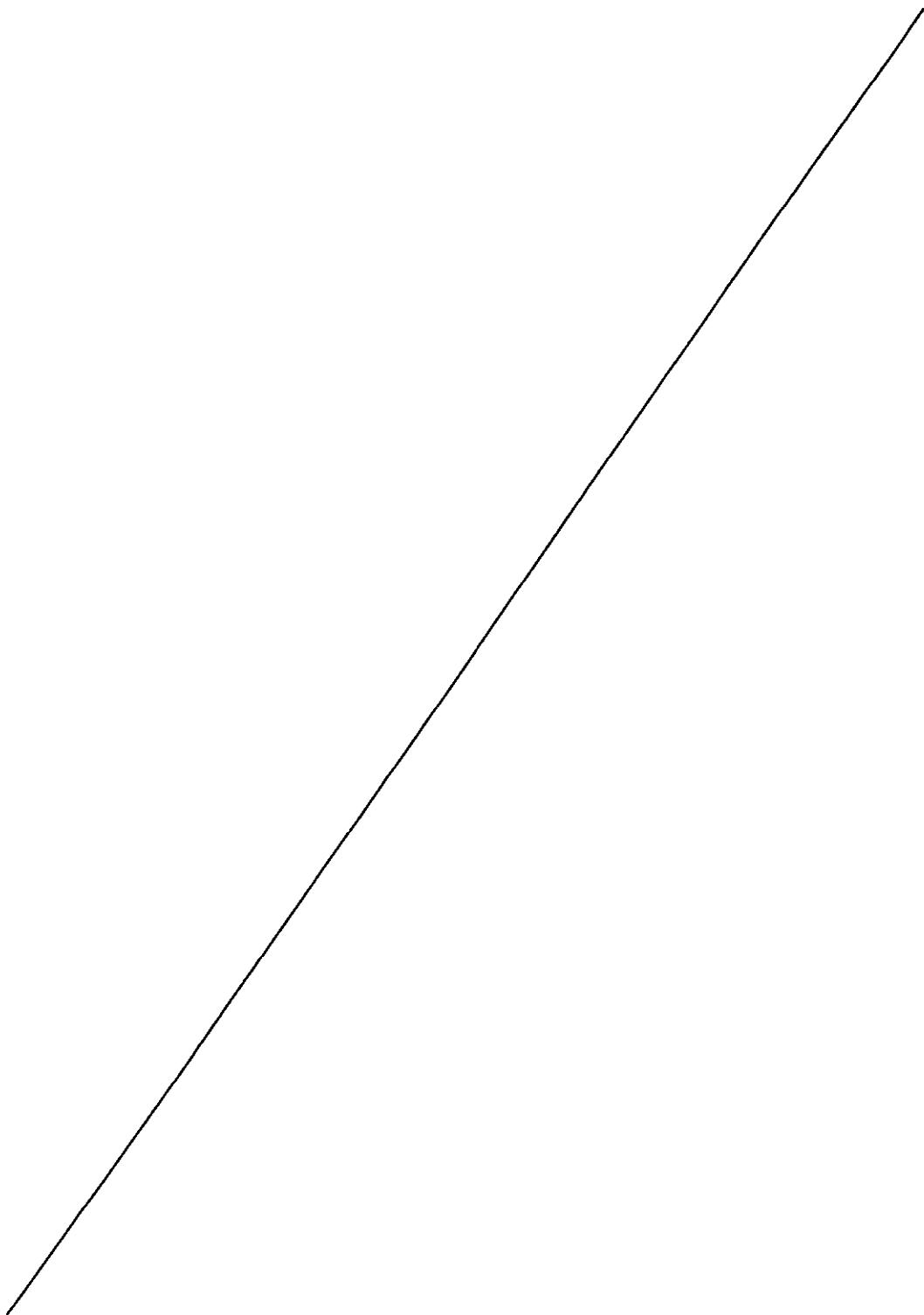
**(e) Antitrust Waiting Period or Authorization.** All waiting period requirements or authorizations under the antitrust or competition Laws of Mexico and the United States shall have been satisfied.

**(f) Conditions Under the Real Estate Purchase Agreement.** The conditions to the obligations of the Sellers (as this term is defined in the Real Estate Purchase Agreement) to consummate the transactions contemplated in the Real Estate Purchase Agreement shall have been satisfied or waived in writing.

**(g) Conditions Under the Tangible Assets Purchase Agreement.** The conditions to the obligations of the Seller (as this term is defined in the Tangible Assets Purchase Agreement) to consummate the transactions contemplated in the Tangible Assets Purchase Agreement shall have been satisfied or waived in writing.

**(h) Conditions under the Lease/Option Agreement.** To the extent required to be satisfied at and as of the Closing Date and not at a time thereafter, the conditions to the obligations of the Seller (as this term is defined in the Lease/Option Agreement) to consummate the transactions contemplated in the Lease/Option Agreement shall have been satisfied or waived in writing.





available to the Buyer had the Buyer had such an incontestable right to use such trademark;

(g) Any Claim by any broker, finder, investment banker or other Person asserting to have been retained by the Seller in connection with the transactions contemplated by this Agreement; or

(h) Any Claim arising under or in connection with the use of the word "Cazadores" and any variants thereof or words similar thereto, as a trademark or tradename or company name by the Seller or any of its Affiliates, whether authorized pursuant to Section 4.08(a) or otherwise.

**6.02. Indemnification by the Buyer.** Except as provided in Section 6.03, the Buyer shall hold harmless, indemnify, reimburse and defend each member of the Seller Group for, from and against any and all Claims asserted against, imposed on, or incurred or sustained by, such member of the Seller Group resulting from, arising out of, or connected with:

(a) Any breach of any of the representations and warranties made by the Buyer in this Agreement or the Acquisition Documents to which the Buyer is a party, or in any certificate delivered by the Buyer hereunder;

(b) The non-fulfillment or breach of any agreement or covenant made by the Buyer in this Agreement or the Acquisition Documents to which it is a party;

(c) Any Claim arising solely in respect of the use or operation by the Buyer or any of its Affiliates of any of the Purchased Assets after the Closing, including any Claims for product liability, tax liability, environmental liability, or labor liability related to such use or operation; or

(d) Any Claim by any broker, finder, investment banker or other Person asserting to have been retained by the Buyer in connection with the transactions contemplated by this Agreement.

**6.03. Liquidated Damages in Case of Closing Failure Imputable To One Party.**

(a) Notwithstanding Section 6.01 and Section 6.02, a Party (the "Breaching Party") shall pay to the other Party (the "Non-Breaching Party"), as liquidated damages, the amount of THREE MILLION TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS (U.S.\$3,250,000) in lieu of any other remedy under this Agreement or the applicable Law, including specific performance, in any of the following circumstances:

(i) If the Breaching Party should fail to attend the Closing meeting at the time and place specified in this Agreement or determined pursuant thereto;



(ii) If the Breaching Party should otherwise fail to consummate the transactions contemplated hereby notwithstanding the fulfillment of all of the conditions specified in Section 5.01 or Section 5.02 (as the case may be) to the Breaching Party's obligation to close; or

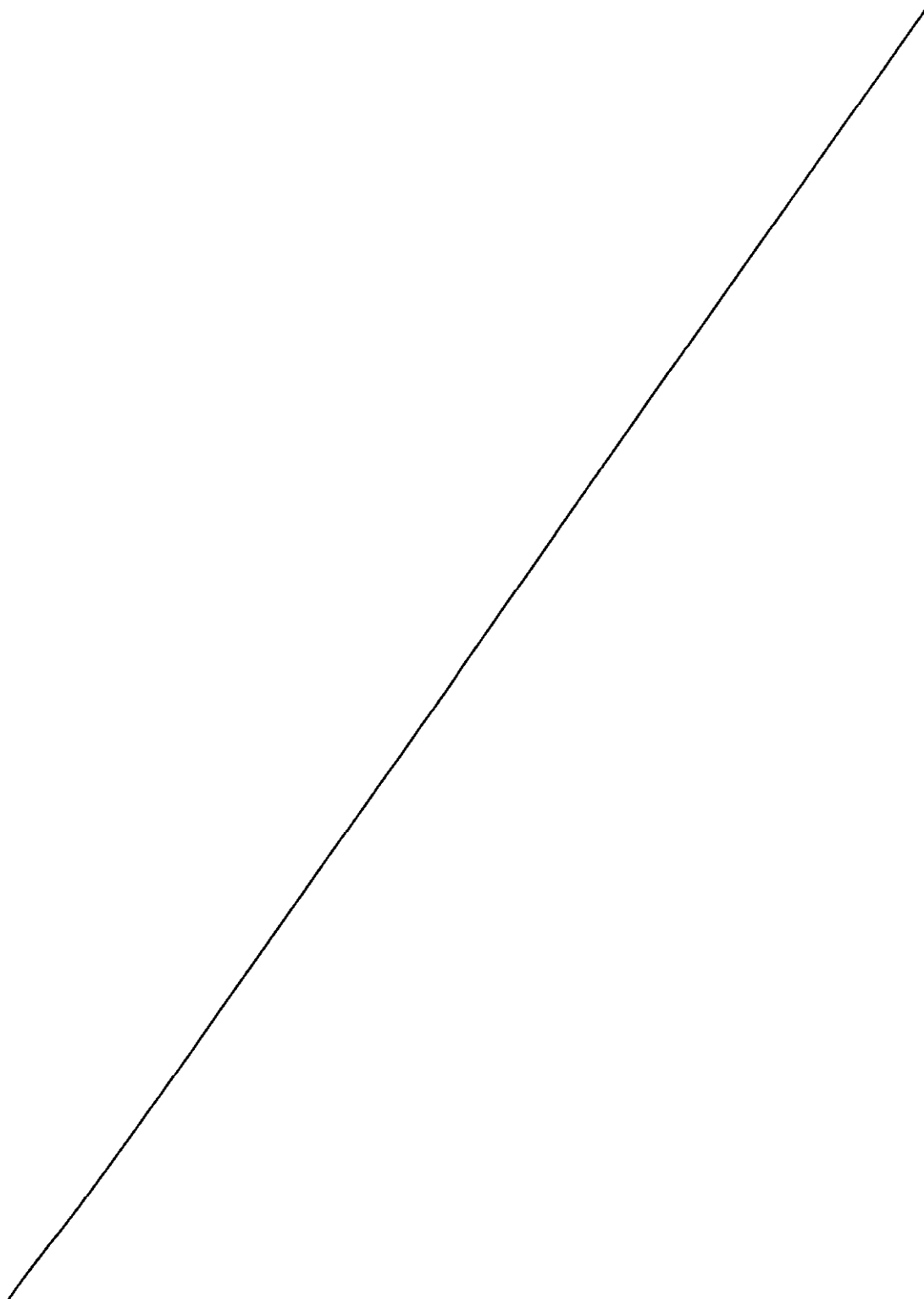
(iii) If the Non-Breaching Party should decline to consummate the transactions contemplated hereby by reason of the failure of any of the conditions set forth in Section 5.01 or 5.02 (as the case may be) to the Non-Breaching Party's obligation to close, other than conditions outside the reasonable control of the Breaching Party or any of its Affiliates.

(b) For the purposes of Section 6.03(a)(iii) only, a breach of the representations and warranties set forth in Section 3.01(e)(i) concerning the pendency of any piece of litigation referred to in such Section shall be deemed to be outside the reasonable control of the Seller if the Seller had no actual knowledge at the time of the execution of this Agreement or at the time of the Closing (as the case may be) of the pendency of such piece of litigation.

**6.04. Third-Party Claims.** The obligations and liabilities of each Party under Section 6.01 or Section 6.02 related to Third-Party Claims shall be subject to the following terms and conditions:

(a) Promptly following receipt of written notice of any Third-Party Claim, the Indemnitee shall give written notice thereof to the Indemnitor. Notwithstanding the foregoing, should the Indemnitee receive official notice of the commencement of a Mexican judicial or administrative proceeding which requires that an answer be filed less than nine (9) Business Days following the date of receipt of written notice, the Indemnitee shall use its best efforts to provide written notice thereof to the Indemnitor within one (1) Business Day after receipt of such official notice. The Indemnitor shall be entitled, at its own expense, to participate in and, upon notice to the Indemnitee, to undertake the defense of such Third Party Claim in good faith by counsel of the Indemnitor's own choosing, which counsel shall be reasonably satisfactory to the Indemnitee, provided that (i) the Indemnitee shall at all times have the option, at its own expense, to participate fully therein (without controlling such action), and (ii) if in the Indemnitee's reasonable judgment a conflict of interest (in that one or more legal defenses are available to either party the assertion -- or non-assertion -- of which may be adverse to the interests of the Indemnitee) exists between such Indemnitee and the Indemnitor in respect of the Third Party Claim, such Indemnitee shall be entitled to select counsel of its own choosing, reasonably satisfactory to the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable fees and expenses of such counsel.

(b) If within forty-five (45) days after written notice to the Indemnitee of the Indemnitor's intention to undertake the defense of any Third-Party Claim the Indemnitor shall fail to defend the Indemnitee against such Third-Party Claim, the Indemnitee shall have the right (but not the obligation) to undertake the defense, compromise or settlement of such Third-Party Claim on behalf of, and for the account and at the risk of, the Indemnitor. Notwithstanding the foregoing, should the Indemnitor



receive written notice of the commencement of a Mexican judicial or administrative proceeding as provided in Section 6.04(a), the Indemnitor shall notify the Indemnitee of its intention to undertake the defense of any such Third-Party Claim no later than the following Business Day.

(c) The Indemnitor shall provide the Indemnitee with access to all records and documents within the Indemnitor's possession, custody or control relating to any Third-Party Claim. The Indemnitee shall provide the Indemnitor with access to all records and documents within the Indemnitee's possession, custody, or control relating to any Third-Party Claim. Nothing in this provision shall be deemed to constitute a waiver of any attorney-client, work-product, or joint-defense privilege.

(d) Neither the Indemnitor nor the Indemnitee shall, without the prior written consent of the other party, settle, compromise or offer to settle or compromise any Claim, and neither the Indemnitor nor the Indemnitee, as applicable, shall unreasonably withhold, delay or condition its consent.

**6.05. Contract Remedies Not Exclusive.** Except as expressly provided in this Agreement, the remedies of either Party hereunder are in addition to any other remedies at law or in equity to which such party may be entitled under the applicable Law.

**6.06. Survival After the Closing and Time Limits on Indemnification.**

(a) The Closing shall not affect the validity or effectiveness of any representation, warranty, covenant or agreement contained herein, or any Claim of breach, violation or non-fulfillment of any of the foregoing, except for those covenants and agreements that by the terms of this Agreement are to be performed and are in fact duly performed at or prior to the Closing.

(b) Notwithstanding the preceding Paragraph (a), none of the Parties shall be liable under this Agreement except in respect of any Claim (other than a Claim for breach of any of the warranties set forth in Section 3.01(l) or any of the covenants set forth in Section 4.11 or indemnification under Section 6.01(f)) for which a notice of Claim (a "Notice of Claim") shall have been received by the other Party within a period of (i) three (3) years from the Closing Date (should the Closing shall have occurred) or from the date hereof (should the Closing have not occurred) or (ii) in the case of a Third-Party Claim, the period of limitations applicable to the respective Claim of such third party, plus ninety (90) days, whichever (i) or (ii) is longer.

(c) Notwithstanding Paragraph (a), the Seller shall not be liable under this Agreement for breach of any of the warranties set forth in Section 3.01(l) or any of the covenants set forth in Section 4.11, or indemnification under Section 6.01(f), except in respect of any Claim for which a Notice of Claim shall have been received by the Seller not later than the expiration of the longest term referred to in Section 3.01(l)(iv) plus ninety days.

## **ARTICLE VII**

### **TERMINATION**

**7.01. Right to Termination.** This Agreement may be terminated and the proposed transactions abandoned:

(a) At the option of the Buyer and by notice to the Seller stating the reasons for such action:

(i) Should the Closing not have occurred on the date designated pursuant to Section 2.05(b) by reason of the failure of any of the conditions set forth in Section 5.02 (other than those outside the reasonable control of the Seller);

(ii) At any time prior to the Closing, in the event of a material breach by the Seller (not waived by the Buyer in writing) of any of the representations or warranties reiterated by the Seller as of the Closing Date (with such non-material modifications as may be appropriate to reflect facts or circumstances occurring after the date hereof); or

(iii) At any time prior to the Closing, in the event of a material breach by the Seller (not waived by the Buyer in writing) of any of the covenants set forth in Article IV (subject to any changes that may have been waived in writing by the Buyer);

(b) At the option of the Seller and by notice to the Buyer stating the reasons for such action:

(i) Should the Closing not have occurred on the date designated pursuant to Section 2.05(b) by reason of the failure of any of the conditions set forth in Section 5.01 (other than those outside the reasonable control of the Buyer);

(ii) At any time prior to the Closing, in the event of a material breach by the Buyer (not waived by the Seller in writing) of any of the representations or warranties reiterated by the Buyer as of the Closing Date (with such non-material modifications as may be appropriate to reflect facts or circumstances occurring after the date hereof); or

(iii) At any time prior to the Closing, in the event of a material breach by the Buyer (not waived by the Seller in writing) of any of the covenants set forth in Section 4.05 or Section 4.10 (subject to any changes that may have been waived in writing by the Seller);

(c) At the option of either Party, by notice to the other, should the Closing not have occurred for any reason on or before June 30, 2002 or should any of the

Tangible Assets Purchase Agreement, the Lease/Option Agreement or the Real Estate Purchase Agreement have been terminated in accordance with its terms; or

(d) By mutual agreement of the Parties.

**7.02. Effect of Termination.** The termination of this Agreement shall not affect any cause of action, right or remedy arisen hereunder prior to such termination, and this Agreement shall continue to apply to such cause of action, right or remedy.

**7.03. Survival Despite Termination.** The provisions of Articles I and VIII and Sections 4.04 and 4.05 shall survive the termination of this Agreement.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**8.01. Expenses.** Each Party shall pay its expenses in connection with the negotiation, execution, delivery and performance of this Agreement and the Acquisition Documents. Without limiting the generality of the foregoing, each Party shall be responsible for the fees and expenses of its counsel. Nothing contained in this Section 8.01 shall release any Party from liability for any breach or default under any term or provision of this Agreement.

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#### **8.03. Notices.**

(a) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by facsimile transmission during normal business hours with telephone confirmation of receipt, (iii) on the date following the date of transmission, when sent by facsimile transmission after normal business hours, (iv) two (2) days after dispatch when sent by a reputable courier service that maintains records of receipt, or (v) ten (10) days after dispatch when sent by certified mail, postage prepaid, return-receipt requested; provided that, in each such case, such communication shall be addressed as provided in the immediately following paragraph (b).

(b) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be addressed as specified in **Schedule 8.03(b)** or otherwise as specified by any party by notice sent to the other parties in the foregoing manner.

#### **8.04. Arbitration.**

(a) Except as provided in Section 8.04(b), any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to final and binding arbitration, to the exclusion of any other court, forum or jurisdiction. Such arbitration shall be conducted under the International Arbitration Rules of the American Arbitration Association (AAA) in effect from time to time, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of three arbitrators appointed in accordance with such rules. Each of the parties shall nominate one arbitrator and the chairman shall be designated by agreement of the parties or, failing such agreement, by the AAA. The place of arbitration shall be Dallas, Texas, United States of America, and the language to be used in the arbitral proceedings shall be English, but at least one of the arbitrators shall be bilingual in English and Spanish. Unless the arbitral tribunal shall determine otherwise, the costs of the arbitration shall be borne by the parties equally and each party shall bear its other legal costs, including the fees of its attorneys. Judgment upon the award may be entered, and application for judicial confirmation or enforcement of the award may be made, in any competent court having jurisdiction thereof.

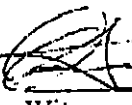
(b) In respect of disputes arising under Sections 4.04 and 4.05 only, in addition to arbitration as provided in Section 8.04(a), each Party shall be entitled to seek, in any court of competent jurisdiction, preliminary and permanent injunctive relief against any breach or threatened breach of the obligations set forth in Section 4.04 or Section 4.05, as the case may be.

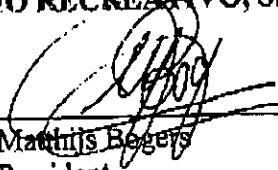
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed as a deed by the parties hereto, all as of the date first above written.

**SELLER:**

**DOMINÓ RECREATIVO, S.A.**

  
\_\_\_\_\_  
Witness

By:   
Name: Martinis Rogers  
Title: President

**BUYER:**

**BACARDI & COMPANY LIMITED**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Frederick J. Wilson III  
Title: Attorney-in-fact

IN WITNESS WHEREOF, this Agreement has been executed as a deed by the parties hereto, all as of the date first above written.

**SELLER:**

**DOMINÓ RECREATIVO, S.A.**

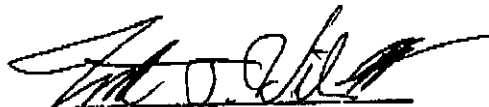
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Matthijs Bogers  
Title: President

**BUYER:**

**BACARDI & COMPANY LIMITED**

  
\_\_\_\_\_  
Witness

By:   
Name: Frederick J. Wilson III  
Title: Attorney-in-fact

## **Exhibit 6**

**Opposition No. 125,436  
Bacardi & Company Limited**

**Int. Cl.: 33**

**Prior U.S. Cl.: 49**

**United States Patent and Trademark Office**

**Reg. No. 1,863,882**

**Registered Nov. 22, 1994**

**TRADEMARK  
PRINCIPAL REGISTER**

**CAZADORES**

**JIMENEZ, FELIX BANUELOS (MEXICO CITI-  
ZEN)**

**PIZZARA NO. 2963**

**CO. RESIDENCIAL VICTORIA**

**45060, GUADALAJARA, JALISCO, MEXICO**

**FOR: ALCOHOLIC BEVERAGES; NAMELY,  
TEQUILA, IN CLASS 33 (U.S. CL. 49).**

**FIRST USE 11-26-1986; IN COMMERCE  
11-26-1986.**

**OWNER OF MEXICO REG. NO. 333864,  
DATED 12-1-1986, EXPIRES 12-1-2001.**

**THE ENGLISH TRANSLATION OF "CAZA-  
DORES" IS "LIGHT INFANTRY".**

**SER. NO. 74-281,154, FILED 6-2-1992.**

**CYNTHIA SLOAN, EXAMINING ATTORNEY**

**Int. Cl.: 33**

**Prior U.S. Cl.: 49**

**United States Patent and Trademark Office**

**Reg. No. 1,863,882**

**Registered Nov. 22, 1994**

**TRADEMARK  
PRINCIPAL REGISTER**

**CAZADORES**

**JIMENEZ, FELIX BANUELOS (MEXICO CITI-  
ZEN)**

**PIZZARA NO. 2963**

**CO. RESIDENCIAL VICTORIA**

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11-26-1986.**

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DORES" IS "LIGHT INFANTRY".**

**SER. NO. 74-281,154, FILED 6-2-1992.**

**CYNTHIA SLOAN, EXAMINING ATTORNEY**

## Trademark Assignment Abstract of Title

### Total Assignments: 3

**Serial #:** 74281154

**Filing Dt:** 06/02/1992

**Reg #:** 1863882

**Reg. Dt:** 11/22/1994

**Registrant:** Jimenez, Felix Banuelos

**Mark:** CAZADORES

### Assignment: 1

**Reel/Frame:** 1537/0911

**Received:** 12/18/1996

**Recorded:** 12/12/1996

**Pages:** 5

**Conveyance:** ASSIGNS THE ENTIRE INTEREST

**Assignor:** JIMENEZ, FELIX BANUELOS

**Exec Dt:** 11/27/1996

**Entity Type:** INDIVIDUAL

**Citizenship:** MEXICO

**Entity Type:** CORPORATION

**Citizenship:** MEXICO

**Assignee:** TEQUILA CAZADORES, S.A. DE C.V.  
ARANDAS  
LIBRAMIENTO SUR-E KM. 3  
JALISCO, MEXICO

**Correspondent:** JEFFREY L. SQUIRES

921 KING STREET  
ALEXANDRIA, VA 22314

**Domestic rep:** JEFFREY L. SQUIRES

921 KING STREET  
ALEXANDRIA, VA 22314

### Assignment: 2

**Reel/Frame:** 2714/0790

**Received:** 04/18/2003

**Recorded:** 04/15/2003

**Pages:** 3

**Conveyance:** ASSIGNS THE ENTIRE INTEREST

**Assignor:** GRUPO INDUSTRIAL TLAJOMULCO, S.A. DE C.V.

**Exec Dt:** 05/31/2002

**Entity Type:** CORPORATION

**Citizenship:** MYANMAR

**Entity Type:** CORPORATION

**Citizenship:** MYANMAR

**Assignee:** DOMINO RECREATIVO, S.A.  
14, RUE DU MARCHE, AUX HERBES  
LUXEMBOURG, LUXEMBOURG L-1728

**Correspondent:** ROBERTS, MLOTKOWSKI & HOBBS, P.C.

JANICE W. HOUSEY  
8270 GREENSBORO DR  
MCLEAN, VA 22102

### Assignment: 3

**Reel/Frame:** 2714/0829

**Received:** 04/18/2003

**Recorded:** 04/15/2003

**Pages:** 2

**Conveyance:** ASSIGNS THE ENTIRE INTEREST

**Assignor:** DOMINO RECREATIVO, S.A.

**Exec Dt:** 05/31/2002

**Entity Type:** CORPORATION

**Citizenship:** MEXICO

**Entity Type:** CORPORATION

**Citizenship:** LIECHTENSTEIN

**Assignee:** BACARDI & COMPANY LIMITED  
1000 BACARDI ROAD  
NASSAU, BAHAMAS

**Correspondent:** ROBERTS, MLOTKOWSKI & HOBBS, P.C.

JANICE W. HOUSEY

8270 GREENSBORO DR., SUITE 850  
MCLEAN, VA 22102

Search Results as of: 3/24/2004 8:40:46 A.M.

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If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723  
Web interface last modified: Oct. 5, 2002