

The Insolvency Act 1986
Return of Final Meeting in
a Members' Voluntary
Winding Up
Pursuant to Section 94
of the Insolvency Act 1986

S.94

For Official Use

To the Registrar of Companies

Company number

00122526

Name of company

(a) Insert full name of
company

(a) Diageo Spare Company No 2 Limited

(b) Insert full name(s) and
address(es)

We (b)

Bruce Alexander Mackay
Baker Tilly Restructuring and Recovery LLP
25 Farringdon Street
London
EC4A 4AB

Geoffrey Lambert Carton-Kelly
Baker Tilly Restructuring and Recovery LLP
25 Farringdon Street
London
EC4A 4AB

(c) Delete as applicable

(d) Insert date

(e) The copy account
must be authenticated by
the written signature(s) of
the liquidator(s)

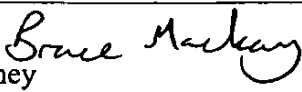
give notice that a general meeting of the company was duly (c) summoned for
(d) 6 May 2011 pursuant to section 94 of the Insolvency Act 1986, for the purpose of
having an account of which a copy is attached (e) laid before it showing how the winding
up of the company has been conducted, and the property of the company has been
disposed of and (c) no quorum was present at the meeting

Presenter's name, address
and reference (if any)

Signed

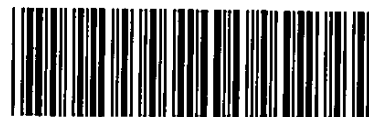


Date 10 May 2011

Signed on behalf of: 
Under a power of attorney
Dated.

For Official Use

SATURDAY



AF176U41

A41

14/05/2011

276

COMPANIES HOUSE

Liquidator's statement of account: members' voluntary winding up

Statement showing how winding up has been conducted and the property of the company has been disposed of

Name of Company Diageo Spare Company No 2 Limited

From 14 January 2010 (commencement of winding up) to 6 May 2011 (close of winding up)

| | Statement of assets and liabilities | Receipts | | Payments |
|-----------------------------------|--|----------|-----------------------------------|----------|
| Receipts- | | | | £ |
| Cash at bank | | | Costs of Solicitor to Liquidator | |
| Inter-company debt | | | Other Law Costs | |
| Marketable securities | | | Liquidator's remuneration | £ |
| Sundry Debtors | | | Where (% on £ realised) | |
| Stock in Trade | | | applicable (% on £ | |
| Work in Progress | | | distributed) | |
| Freehold Property | | | By whom fixed | |
| Plant and Machinery | | | | |
| Furniture, Fittings, Utensils etc | | | Auctioneer's and Valuer's charges | |
| Patents, Trademarks etc | | | Costs of possession and | |
| Investments other than | | | maintenance of estate | |
| marketable securities | | | Costs of notices in Gazette and | |
| Surplus from securities | | | newspaper | |
| Unpaid calls at | | | Incidental outlay | |
| commencement of winding up | | | Total Costs and Charges | |
| Amount received from calls on | | | (i) Debenture holders | £ |
| contributories made in the | | | Payment of £ per | |
| winding up | | | £ debenture | |
| Receipts per trading account | | | Payment of £ per | |
| Other property viz | £ | | £ debenture | |
| | | | Payment of £ per | |
| | | | £ debenture | |
| Less | | | (ii) Creditors | £ |
| | | | *Preferential | |
| | | | *Unsecured | |
| Inter-company creditor | | | Dividends of p in £ on £ | |
| Payments to redeem securities | | | (The estimate of amount | |
| Costs of Execution | | | expected to rank for dividend was | |
| | | | £) | |
| Net realisations | £ | NIL | (iii) Returns to Contributories | £ |
| | | | £0 00 per share | |
| | | | _ per £ _ | |
| | | | _+share | |
| | | | £ _ | |
| | | | _+share | |
| | | | BALANCE | £ |
| | | | | NIL |

(1) At the date of the appointment the Company was without assets

(2) State amount paid into the Insolvency Services Account in respect of

- | | |
|--|------|
| (a) unclaimed dividends payable to creditors in the winding up | £NIL |
| (b) other unclaimed dividends in the winding up | £NIL |
| (c) moneys held by the company in trust in respect of dividends or other sums due before the commencement of the winding up to any person as a member of the company | £NIL |

(3) Add here any special remarks the Liquidator thinks desirable -

Fee Information

"THAT the remuneration of the Joint Liquidators be fixed on the basis of time spent by them and members of their staff in the discharge of their duties at Baker Tilly Restructuring & Recovery LLP's standard charging rates, together with any out of pocket expenses incurred, in accordance with provisions contained in their engagement letter dated 29 January 2008 "

The remuneration of the Joint Liquidators was paid by another group company

Dated 10 May 2011

Signed (by the Liquidator)



Name and address of Liquidator
(IN BLOCK LETTERS)

BRUCE ALEXANDER MACKAY
BAKER TILLY RESTRUCTURING AND RECOVERY LLP
25 FARRINGDON STREET
LONDON
EC4A 4AB

Signed on behalf of:
Under a power of attorney
Dated

Notes

* State number Preferential creditors need not be separately shown if all creditors have been paid in full.

+ State nominal value and class of share

DATED 12 February 2011

BRUCE ALEXANDER MACKAY

-to-

MATTHEW ROBERT HAW

POWER OF ATTORNEY

POWER OF ATTORNEY

THIS POWER OF ATTORNEY dated 12 February 2011 is made by Bruce Alexander Mackay (the “**Principal**”) of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB

1 The Principal appoints for the matters dealt with in subparagraphs (i) to (iii) below Matthew Robert Haw of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB (the “**Attorney**”) as his agent and attorney for him in his name and on his behalf to

- (i) do on his behalf anything which he can lawfully do as Special Manager, Interim Receiver, Receiver, Administrative Receiver, Provisional Liquidator, Liquidator, Administrator, Nominee/Supervisor of an Individual/Company Voluntary Arrangement, Supervisor of a Scheme of Arrangement under s425 Companies Act 1985, Trustee in Bankruptcy, Interim or Permanent Trustee in a Sequestration, Trustee under a Deed of Arrangement, Trustee under a Trust Deed, Trustee of a Partnership or Administrator of a Deceased Individual’s Estate or any other formal insolvency appointment in any jurisdiction, whether a sole or joint appointment (each an “**Appointment**”);
- (ii) execute and/or deliver, whether as a deed or otherwise, any document or instrument which may be required and to do any other act, matter or thing in connection with an Appointment which the Attorney shall consider necessary or expedient, and
- (iii) accept on his behalf a new Appointment jointly with him.

2. The Principal undertakes to ratify and confirm everything which the Attorney shall do or cause to be done by virtue of this instrument
- 3 In favour of the Attorney and any person dealing with him, any document executed by the Attorney in good faith pursuant to this Power of Attorney will, for all purposes, be valid and binding on the Principal.
4. The Principal authorises the delivery of a copy of this Power of Attorney to any person or persons who may reasonably require a copy.
5. This Power of Attorney shall be irrevocable for three months from the date of this Power of Attorney
- 6 This Power of Attorney will be governed by and construed in accordance with English law.

The Principal has shown his acceptance of the terms of this Power of Attorney by executing it as a deed below.

SIGNED AND DELIVERED

as a deed by **BRUCE ALEXANDER MACKAY**

in the presence of:

)
)
)



Witness's signature: MARY PERMAUL

Witness's name:

(in capitals)



Witness's address:

46 BAKER TILLY
25 FARRINGTON ST
LONDON
EC4A 4AB

Date:

11.02.11