



# CERTIFICATE OF INCORPORATION

No. 61237

I hereby certify that

**SWIFTS WINE CELLARS LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the  
Company is Limited.

Given under my hand at Edinburgh the 30 November 1976

*Registrar of Companies*

No. of Company: 61227

Form No. 41

(No registration  
fee payable)

## THE COMPANIES ACTS 1948 TO 1967

### Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company ..... SWIFTS WINE CELLARS LIMITED ..... Limited\*

I, THOMAS CLARK BELL

of Twenty Castle Street, Edinburgh

Do solemnly and sincerely declare that I am (see note (a) below) ..... a Solicitor

of Messrs. Russell & Dunlop, W.S., 20, Castle Street, Edinburgh, EH2 3AZ.

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at ..... Edinburgh

the ... Eleventh ..... day of ..... November

one thousand nine hundred and Seventy-six

before me.

*Thomas Clark Bell*  
A Commissioner for Oaths (see note (b) below)

(a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")  
"engaged in the formation", or "a person named in the articles of association as a  
director", or "a person named in the articles of association as a secretary"

(b) or Notary Public or Justice of the Peace or Solicitor having the power conferred on a  
Commissioner for Oaths

\*Delete "Limited" if not applicable.

Presented by: Messrs. Russell & Dunlop, W.S.,  
20, Castle Street,

Edinburgh, EH2 3AZ.

Presenter's reference: TCB/CB

Margin reserved for binding

*THE COMPANIES ACTS, 1948 to 1967*

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COMPANY LIMITED BY SHARES

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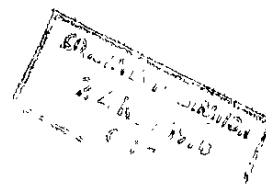
# Memorandum

AND

# Articles of Association

OF

SWIFTS WINE CELLARS LIMITED



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COMPANY LIMITED BY SHARES

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MEMORANDUM of ASSOCIATION

of

SWIFTS WINE CELLARS LIMITED

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1. The name of the Company is:- "SWIFTS WINE CELLARS LIMITED".
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
  1. (a) To carry on the business of Licensed Victuallers, Wine and Spirit Merchants, Blenders, Grocers, Purveyors, Hoteliers, innkeepers, Restaurateurs and Caterers and any other business that may be profitably carried on along with or to further the aforementioned objects of the Company.
  - (b) To purchase, feu, lease, hire, take in exchange or otherwise acquire any property heritable or moveable, real or personal and any rights or privileges which the Company may think necessary or desirable with reference to any of its objects.
  - (c) To acquire by purchase, licence or otherwise and to exercise and use any invention or any patent rights or protection in any part of the world for any invention; as also to grant licences to exercise and use any patent belonging to the Company and that for such royalties and considerations as may be agreed on with the licensees.
  - (d) To sell, feu, exchange, lease or otherwise deal with or dispose of the whole or any part of the property of the Company or any right over or any interest in the same in such manner, upon such terms, and subject to such conditions as the Company may think proper.
  - (e) To insure the Company against loss and damage by fire, accident or otherwise howsoever and that by effecting insurances with outsiders or by establishing and accumulating any fund for that purpose or otherwise, provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employers' liability assurance, industrial assurance, motor assurance, or any business of insurance or reinsurance within the meaning of the Assurance Companies Acts, 1909-46, or any Act amending, extending or re-enacting the same.
  - (f) /

- (f) To raise or borrow money without security or to secure repayment thereof in such manner and on such terms as may seem expedient, including the issue of Bonds, Bills, Promissory Notes, Standard Security, Mortgages, Debentures or Debenture Stock, perpetual or otherwise, and charged or not charged upon the whole or any part of the Company's property and its uncalled capital for the time being and that at such rate of interest and repayable in such manner as may be deemed expedient and to renew, re-issue, redeem or pay off any such securities.
- (g) To invest and deal with the available moneys of the Company upon such securities including personal obligations and in such manner as may from time to time be determined and to lend and advance money with or without security to any company, firm or person transacting or dealing with the Company upon such terms as may be resolved as also to give guarantees and carry on and transact guarantee business.
- (h) To buy or acquire all or any part of the business property or undertaking, and to assume all or any part of the liabilities of any other company, firm or person carrying on any business or engaged in any undertaking which the Company may legally carry on or possessed of property or rights suitable for any of the purposes of the Company.
- (i) To promote any company or companies for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (j) To enter into partnership or amalgamation or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or company.
- (k) To pay for any property or rights acquired by the Company or services of any nature whatsoever rendered to the Company either in cash or shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may think fit.
- (l) To distribute among the members in specie any property or assets of the Company, but so that no distribution amounting to reduction of capital be made except with the sanction (if any) for the time being required by law.
- (m) To pay all expenses of and incidental to the formation and registration of the Company and the issue of its capital.
- (n) To indemnify and secure any company, firm or person against debt or liability incurred or undertaken for behoof of the Company or against any costs, losses or expenses in connection with the business or the affairs of the Company.
- (o) /

- (o) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees (and for the purpose of removing any doubt, employees includes directors), or may be connected with any town or place where the Company carried on business; to give pensions, gratuities, or charitable aid to any persons or person who have served the Company, or to the wives, children or other relatives of such persons, and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company.
- (p) To do all such things as the Com. any may think are incidental or conducive to the attainment of the above objects or any of them, and to carry out the objects of the Com. any as principals, agents, contractors, trustees or otherwise, and by or through agents, trustees or otherwise, and either alone or in conjunction with others.
- (q) The objects set forth in any sub-clause of this clause shall not, except the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property, or acts proposed to be transacted, acquired, dealt with, or performed do not fall within the objects of the first sub-clause of this clause.

IV. The liability of the members is limited.

V. The Share Capital of the Company is £100 divided into 100 Shares of £1 each. ✓

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

---

Names, Addresses and Descriptions  
of Subscribers.

Number and class  
of Shares taken  
by each Sub-  
scriber.

---

*Indefinite*

*One*

20, Castle Street,

Edinburgh, EH2 3AZ.

Writer to the Signet.

*T. C. Bell*

*One*

20, Castle Street,

Edinburgh, EH2 3AZ.

Writer to the Signet.

---

\* Eated the *Eleventh* day of *November*

1976

*W*

Witness to the above Signatures:-

*Robert A. Blackwell*

20, Castle Street,

Edinburgh, EH2 3AZ.

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

SWIFTS WINE CELLARS LIMITED

CONSTITUTION OF COMPANY

1. SWIFTS WINE CELLARS LIMITED is established as a Private Company limited by shares, in the sense of the provisions of the Statutes. The Regulations of the Company shall be those contained in the Table marked "A" Part 2 in the First Schedule of the Act of 1948 with the exception of Articles 24, 75, 79 and 38 of Table "A" Part I and of any other Articles which are inconsistent with the additions and modifications hereinafter set forth.
2. The number of members of the Company shall be limited to fifty, not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company. No transfer which would increase such number of members beyond fifty shall be valid, and the Directors shall refuse to recognise or register any transfer which would increase such number provided always that where two or more persons hold one or more shares jointly they shall, for the purpose of this Article, be treated as a single member.
3. No invitation shall be made to the public to subscribe for any shares or debentures of the Company and the Company and its Directors, officials, agents and all others acting or who act on its behalf, are hereby prohibited from making any such invitation to the public.

INTERPRETATION

4. In the construction of these presents the following words and expressions shall have the several meanings hereby assigned to them, so far as such meanings are not inconsistent with the context or subject matter vis:-

"The Company" means " SWIFTS WINE CELLARS LIMITED".

"The Statutes" means and includes "The Companies Act, 1948". and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.



"The Act of 1948" means "The Companies Act, 1948"

"The Directors" means the whole number of the Directors of the Company for the time being, or a quorum of them duly called and assembled in accordance with these Articles.

"The Secretary" means any person appointed to perform the duties of Secretary of the Company.

Words importing persons include partnership<sup>s</sup> companies and corporations.

Words importing the masculine gender only, include the feminine gender.

#### CAPITAL

5. The Share Capital of the Company shall be £100 divided into 100 Shares of £1 each.

#### SHARES

6. Save as provided by any agreement, shares shall be issued and allotted by the Directors to such persons on such terms and conditions, and either at a premium or at par and at such times as the Directors think fit, and, in particular, the Directors may by agreement give to any person the right or option of requiring at a future date that an allotment shall be made to him of any shares at par or at such premium as may be agreed.
7. If two or more persons are registered as joint owners of any shares any one of them nominated in writing by them all from time to time, or in default of such nomination the person first named on the register in respect of such shares, shall, as regards voting, receipt of dividend, service of notices and all and any other matters connected with the Company except the transfer of shares, be deemed the sole owner.

#### LIEN

8. In Article 11 of Part I of Table A the words "(not being a fully paid share)" and "(other than fully paid Shares)" shall be omitted.

#### CALLS ON SHARES

9. In Article 15 of Part I of Table A the words "provided that no call shall exceed one-fourth of the nominal amount of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFER AND TRANSMISSION OF SHARES

10. The Directors subject as aftermentioned, shall have an absolute discretion to refuse to recognise any transfer of shares or to register any transferee thereunder without assigning any reason for the refusal. The Directors may decline to recognise any instrument or transfer unless it is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. Notwithstanding anything otherwise contained in these Articles the foregoing provisions of this Article shall not apply to and the Directors shall be bound subject to delivery of the relative Share Certificate and reasonable evidence of title to register any transfer of shares by the trustees or executors of a deceased registered shareholder in favour of one or more of such trustees or executors, or of a widow, widower, son, or daughter, or other beneficiary of such deceased registered shareholder.
11. No member shall be entitled to sell or transfer any shares held by such member unless he shall have first offered in writing to sell such shares to the Directors at a price to be mutually agreed, or failing agreement, to be fixed by the Auditor of the Company as the market value of the shares. Such offer shall be irrevocable and shall constitute the Directors the Agents for the sale of the shares.
12. Any shareholder in the employment of the Company on ceasing to be employed by the Company or, on his death, his executors or administrators, or on bankruptcy or lunacy, his trustee or curator, shall be bound to offer his shares to the Directors, at a price to be fixed in accordance with Article 11 hereof.

PROCEEDINGS AT GENERAL MEETINGS

13. In Article 53 of Part I of Table "A" the words "two members present in person or by proxy shall be a quorum" shall be substituted for the words "three members present in person shall be a quorum".
14. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
15. A resolution in writing, signed by or on behalf of all the members of a class or all the members for the time being of the Company shall be as valid and effectual as if it had been passed at a meeting of the class or the Company duly called and constituted, but this Article shall not apply to a resolution for winding up the Company, or to a resolution passed in respect of any matter which by the Statutes or these presents ought to be dealt with by special or extraordinary resolution as defined by Section 141 of the Act of 1948, or by resolution passed by the Company in General Meeting.
16. /

16. In Article 56 of Part I of Table A the words "any member" shall be substituted for the words "at least three members" and the words "or by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting," shall be omitted.

VOTES OF MEMBERS

17. Every member shall have one vote for every Ordinary Share held by him.
18. In case of a co-partnership holding a share in the Company such partner only shall be entitled to vote in respect of such share as may be named in a memorandum signed by the co-partnership and deposited at the registered office of the Company, but any other person may be appointed proxy for the co-partnership.
19. It shall suffice that instruments appointing proxies be deposited at the registered office of the Company at least twenty-four hours before the time for holding the meeting, and Article 69 of Part I of Table "A" is modified accordingly. It shall not be necessary to have such instruments attested by witnesses.
20. The Chairman of any meeting shall be the sole and absolute judge of the validity of every vote tendered at such meeting, and may allow or disallow the votes tendered according as he shall be of opinion that the same are or are not valid.
21. Any member may vote on any question, even though he may be personally interested therein subject to any law thereanent.
22. Notwithstanding anything in these Articles or in the said Table A contained, any member of the Company shall be entitled by a Mandate in writing subscribed by him and presented to the Company prior to his death to nominate any person to be his Mandatory for the purposes of this Article. Such Mandate shall specify the full name, address and occupation of the Mandatory and shall entitle such Mandatory as from and after the said death to receive notice of and attend and vote at General Meetings of the Company in place of the deceased member, to the same extent and in the same way and manner as the deceased member could have done immediately prior to his death but such entitlement shall continue only during the period while and so long as the shares held by or for the deceased member shall not have been entered in the Company's Register of Members in name of the legal personal representatives of the deceased member or any other person who may validly have acquired right thereto upon the death. A mandate in terms of this Article shall ipso facto cease and determine upon registration of such shares as aforesaid and a Mandatory appointed in terms thereof shall have no right to claim or receive any dividends or other payments declared or made in respect of any shares affected by his Mandate.
- /

DIRECTORS

23. The number of the Directors shall not be less than two, and any Director may from time to time appoint to be an alternate or substitute Director any person who is approved by the majority of the Directors or alternate or substitute Directors. The appointee, while he holds office as an alternate or substitute Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director in the absence of the Director to whom he is an alternate or substitute Director but he shall not require any qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointer, or by a majority of the other Directors, and any appointment or revocation under this Article shall be effected by notice in writing to be delivered to the Secretary of the Company. Every alternate or substitute Director shall be an officer of the Company, and be responsible to the Company for his acts and defaults.
24. The first Directors of the Company shall be nominated by the Subscribers.
25. In Article 86 of Part I of Table A the words "and every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose" shall be omitted.
26. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors.
27. A Director other than a Sole Director may hold office of Secretary or any other office under the Company, except that of Auditor.
28. If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services at home or abroad, or shall undertake any cautionary obligation or guarantee on behalf of the Company the Directors may arrange with such Director for special remuneration for such services, either by way of salary, commission or payment of a stated sum of money, as they shall think fit, and the Directors shall be repaid any travelling or other expenses incurred in connection with the business of the Company, including their attendance at meetings of the Directors.
29. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, lessor, customer or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting, or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, provided that the fact of his being interested therein and the nature of his interest be disclosed by him at the meeting of the Directors at which the contract or arrangement is first taken into consideration, if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest; and such Director may vote in respect of any such contract or arrangement.

BORROWING POWERS

30. Article 79 of Part I of Table A shall not apply to the Company, but in lieu thereof the following provisions shall have effect:-

- (a) The Directors may from time to time receive on deposit, borrow or otherwise raise, for the purpose of the Company, with or without security, such sums of money as they shall from time to time think proper at such rates of interest, and upon such terms and with such provisions in favour of the lenders as the Directors may approve; and as security for any money so received, borrowed or raised, the Directors may draw, accept or endorse any Bills of Promissory Notes on behalf and in the name of the Company or mortgage, charge or pledge all or any part of the Company's property, both present and future, including uncalled capital.

DISQUALIFICATION OF DIRECTORS

31. Article 88 of Part I of Table A shall not apply to the Company but in lieu thereof the following provisions shall have effect:-

The office of Director shall be vacated:-

- (a) If he becomes bankrupt or insolvent or suspends payment or compounds with his creditors.
- (b) If he is declared lunatic or becomes of unsound mind.
- (c) If by notice in writing to the Company he resigns his office.
- (d) If his appointment is cancelled by an extraordinary resolution of the Company.

NOTICES

32. Article 131 of Part I of Table "A" is hereby modified so as to read:-  
Where a Notice is sent by post it shall be deemed to have been served on the day on which it was posted and in proving such service it shall be sufficient to prove by a writing under the hand of the Secretary that the notice was properly addressed and put into the Post Office. The signature to any notice to be given by the Company may be written, printed or typewritten. Every member whose residence is not in the United Kingdom shall from time to time notify in writing to the Company some place in the United Kingdom to be his address in the register.

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ARBITRATION

33. In the event of any difference or dispute arising between the Members of the Company or its Directors as to the true intent and meaning or interpretation of any of the Clauses of these Articles of Association, the same shall be and is hereby referred to an Arbiter to be mutually agreed upon, whom failing to an Arbiter to be appointed by the Sheriff of Lanarkshire at Glasgow, whose decision shall be accepted as final and binding on, and shall be acted upon by, the Members or Directors as the case may be; and in the event of the voting on any resolution submitted to a Meeting of the Members or Directors, as the case may be, being equal for and against such resolution, the same shall be and is hereby referred to the said Arbiter, whose decision shall be final and binding on the whole Members or Directors, and shall become the finding of such Meeting of Members or Directors, as the case may be.

DISTRIBUTION OF ASSETS ON WINDING UP

34. If the Company shall be wound up, any Director, agent, trustee or member of the Company, alone or jointly with any other person, may become a purchaser of property belonging to the Company.

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Names, Addresses and Descriptions of Subscribers.

---

*John Miller*

20, Castle Street,  
EDINBURGH, EH2 3AZ.

Writer to the Signet.

*T E Ben*

20, Castle Street,  
EDINBURGH, EH2 3AZ.

Writer to the Signet.

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Dated the *Eleventh* day of *November* 1978

Witness to the above Signatures:-

*Calvin MacBlackhall*

20, Castle Street,  
EDINBURGH, EH2 3AZ.

61237/7

SWIFTS WINE CELLARS LIMITED

Resolution passed at Extraordinary General Meeting  
of the Company held at Park House, Park Circus Place,  
Glasgow, G3 6AN on Tuesday 21st December, 1976 at  
12 pm.

RESOLUTION

CHANGE OF NAME

That the name of the Company be changed  
to SALES DISTRIBUTION AND MARKETING OF  
WINES LIMITED.

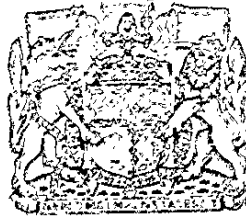
Certified a true copy of Resolution.

DIRECTOR

DIRECTOR


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# CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 61237

I hereby certify that ~~THE~~ ~~DIAMOND~~ ~~AND~~ ~~GLASS~~ ~~INDUSTRY~~ ~~OF~~ ~~THE~~ ~~HEILS~~

having by special resolution and with the approval of the Department of Trade  
and Industry changed its name, is now incorporated under the name of

~~THE DIAMOND AND GLASS INDUSTRY OF THE HEILS~~

Given under my hand at Edinburgh the 25 March 1977

*DED. Rolston*

*f*  
Registrar of Companies

J. B. I. McTAVISH



# Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

\* delete if inappropriate

Company number

61237

Name of Company

SALES DISTRIBUTION AND MARKETING OF WINES.

Limited

The intended situation of the registered office of the company on incorporation is as stated below

PARK HOUSE
PARK CROWN PLACE
GLASGOW G3 6AM.

If the memorandum is delivered by an agent for the subscribers of the memorandum, please mark 'X' in the box opposite and insert the agent's name and address below



RUSSELL - DUNLOP W S
20 CASTLE STREET
EDINBURGH EH2 3AZ

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

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Presenter's reference (if any):

For official use  
General section

Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company, are as follows

Do not write in this binding margin

**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
RICHARD ALEXANDER ALEXANDER	
Former name(s) (note 3)	Nationality
	BRITISH
Address (note 4)	Date of birth (where applicable) (note 6)
10001 LEAM BIRMINGHAM	
Particulars of other directorships (note 5)	
1 ARROW GLASSWORK LTD 5 RIVINGTON LTD	
2 ARROW LIGHTWORKS LTD 6 CHYDEBANK FC LTD	
3 ARROW STORES (HOLDINGS) LTD 7 ARROW STORES LTD	
4 INMIDDALE ESTATES LTD	
I hereby consent to act as director of the company named on page 1	
Signature R.A.A. <i>R.A.A.</i>	Date 25TH August 1977

Name (note 2)	Business occupation
MRS HELEN ELIZABETH CLANVILLE	
Former name(s) (note 3)	Nationality
ARROW	BRITISH
Address (note 4)	Date of birth (where applicable) (note 6)
PARMILAN, LODGE ROTHARDBENHAM, GLASGOW	
Particulars of other directorships (note 5)	
1 ARROW GLASSWORK LTD	
3 ARROW STORES (HOLDINGS) LTD	
4 INMIDDALE ESTATES LTD	
7 ARROW STORES LTD	
I hereby consent to act as director of the company named on page 1	
Signature H.E.C. <i>H.E.C.</i>	Date 25th August 1977

Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

Please do not  
write in this  
binding margin

**Important**

The particulars  
to be given are  
those referred to  
in section  
21(2)(b) of the  
Companies Act  
1976 and section  
200(3) of the  
Companies Act  
1948. Please  
read the notes  
on page 4 before  
completing this  
part of the form.

The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	
MRS MARINA ELIZABETH GLANVILLE	
Former name(s) (note 3) ARNEN	
Address (notes 4 & 7)	
DEARMIDIAN LODGE	
HOWARDENHAM GLASCOW	
I hereby consent to act as secretary of the company named on page 1	
Signature & date	<i>J. Glanville</i> Date 25 <sup>TH</sup> AUGUST 1977

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

† delete as  
appropriate

Signature & date *[Signature]* [Subscriber] [Agent]† Date 25<sup>TH</sup> AUGUST 1977

Signature & date *J. Glanville* [Subscriber] [Agent]† Date 25<sup>TH</sup> AUGUST 1977



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 61237

I hereby certify that

**SALES DISTRIBUTION AND MARKETING OF WINES LIMITED**

having by special resolution changed its name, is now incorporated under the name of

**SWIFT WINES LIMITED**

Given under my hand at Edinburgh the 25 November 1983

*Registrar of Companies*

Company No. 61237

22



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SALES DISTRIBUTION & MARKETING OF WINES LIMITED

SPECIAL RESOLUTION

AT an EXTRAORDINARY GENERAL MEETING of the MEMBERS of the above Company  
duly convened and held <sup>at Balmore</sup> on the Seventh day of November Nineteen hundred and  
eighty three the following Resolution was duly passed as a Special  
Resolution:-

THAT the name of the Company be and is hereby changed to "SWIFT WINES  
LIMITED".

.....  
Director

*[Handwritten signature]*  
10 NOV 1983  
11-11-83

Company No. 61237 / 25.

THE COMPANIES ACTS 1948 to 1981  
COMPANY LIMITED BY SHARES

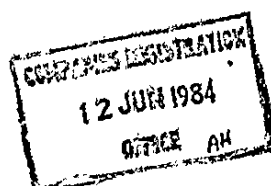
SWIFT WINES LIMITED

SPECIAL RESOLUTION

AT an EXTRAORDINARY GENERAL MEETING of the MEMBERS of the above Company duly convened and held at Glasgow on the Twenty second day of May Nineteen hundred and eighty four the following Resolution was duly passed as a Special Resolution:-

THAT the provisions of the Memorandum of Association of the Company be altered by the deletion of Clause Three and the substitution thereof of the new Clause Three, all as contained in the print of the Memorandum of Association submitted to this Meeting and subscribed by the Chairman thereof for identification as relative hereto.

.....  
Director



61237/24.

THE COMPANIES ACTS 1948 TO 1981  
COMPANY LIMITED BY SHARES

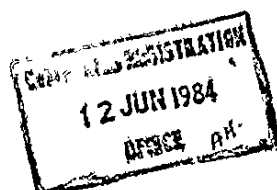
MEMORANDUM OF ASSOCIATION

(as altered as at 22nd May, 1984)

of

SWIFT WINES LIMITED\*

1. The name of the Company is SWIFT WINES LIMITED.
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company will be established are:-
  - (1) (a) To carry on in the United Kingdom or elsewhere the business of Licensed Victuallers, Wine, Beer and Spirit Merchants and Agents, Grocers, Purveyors, Brewers, Blenders, Importers, Retailers and Wholesalers of wine, beer and spirits, mineral and other drinks, Tobacco and Cigar Merchants, Hoteliers, Inn Keepers, Cafe and Club Owners, Restaurateurs and Caterers and any other business that may be profitably carried on along with or to further the aforementioned objects of the Company.



(2) To establish, acquire by purchase or otherwise and to conduct, carry on and manage in the United Kingdom or elsewhere all or any of the businesses and trades of dealers in and manufacturers, suppliers, lessors, distributors, wholesalers, retailers and repairers of teletext instruments and devices, video-display systems and units, video recorders, television, radio, telex, telephone, telecopiers, gramophones, record players, hi-fi and stereo equipment, discotheque equipment, audio and visual apparatus of all kind, record, tapes, cassettes and any other equipment product or ware from time to time available for the purpose of recording or reproducing sound, whether musical, dramatic, educational, entertaining or otherwise together with all types of equipment and products whether electronic, electrical, mechanical or otherwise used or capable of being used for in connection with or to such records, tapes and cassettes or other equipment product or ware as aforesaid and all written materials relevant thereto or any of them and all forms of communication equipment and instrumentation whether presently in existence or to be hereinafter developed and all or any parts or components thereof or accessories thereto; and to act as technical, industrial or production consultants, advisers or instructors in connection with any of the foregoing or aftermentioned equipment.



- (c) To promote the interests of Agnew Stores (Holdings) Limited (Registered Number 46887), Rivinverd Limited (Registered Number 54465), Dalgarno (Wine Cellars) Limited (Registered Number 57673) and any other company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company in any manner whatever, and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment or performance of obligations by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid, to the intent that the promotion of the interests of any such company as aforesaid shall be an object and not a power of the Company.
- (2) To purchase, feu, lease, hire, take in exchange or otherwise acquire any property, heritable or moveable, real or personal and any rights or privileges which the Company may think necessary or desirable with reference to any of its objects.
- (3) To acquire by purchase, licence or otherwise and to exercise and use any invention or any patent rights or protection in any part of the world for any invention and to grant licences to exercise and use any patent belonging to the Company and for such royalties and considerations as may be agreed on with the licensees.

- (4) To sell, feu, exchange, lease or otherwise deal with or dispose of the whole or any part of the property of the Company or any right over or any interest in the same in such manner, upon such terms, and subject to such conditions as the Company may think proper.
- (5) To insure the Company against loss and damage by fire, accident or otherwise howsoever and that by effecting insurances with outsiders or by establishing and accumulating any fund for that purpose or otherwise.
- (6) To raise or borrow money without security or to secure repayment thereof in such manner and on such terms as may seem expedient, including the issue of Bonds, Bills, Promissory Notes, Standard Security, Mortgages, Debentures or Debenture Stock, perpetual or otherwise, and charged or not charged upon the whole or any part of the Company's property and its uncalled capital for the time being and that at such rate of interest and repayable in such manner as may be deemed expedient and to renew, re-issue, redeem or pay off any such securities.
- (7) To invest and deal with the available moneys of the Company upon such securities including personal obligations and in such manner as may from time to time be determined and to lend and advance money with or without security to any company, firm or person transacting or dealing with the Company upon such terms as may be resolved as also to give guarantees and carry on and transact guarantee business.

- (8) To buy or acquire all or any part of the business, property or undertaking, and to assume all or any part of the liabilities of any other company, firm or person carrying on any business or engaged in any undertaking which the Company may legally carry on or possessed of property or rights suitable for any of the purposes of the Company.
- (9) To promote any company or companies for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (10) To enter into partnership or amalgamation or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or company.
- (11) To pay for any property or rights acquired by the Company or services of any nature whatsoever rendered to the Company either in cash or shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may think fit.
- (12) To distribute among the members in specie any property or assets of the Company, but so that no distribution amounting to reduction of capital be made except with the sanction (if any) for the time being required by law.

- (13) To pay all expenses of and incidental to the formation and registration of the Company and the issue of its capital.
- (14) To indemnify and secure any company, firm or person against debt or liability incurred or undertaken for behoof of the Company or against any costs, losses or expenses in connection with the business or the affairs of the Company.
- (15) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees (and for the purpose of removing any doubt, employees includes directors), or may be connected with any town or place where the Company carried on business; to give pensions, gratuities, or charitable aid to any persons or person who have served the Company, or to the wives, children or other relatives of such persons, and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company.
- (16) To do all such things as the Company may think are incidental or conducive to the attainment of the above objects or any of them, and to carry out the objects of the Company as principals, agents, contractors, trustees or otherwise, and by or through agents, trustees or otherwise, and either alone or in conjunction with others.
- (17) The objects set forth in any sub-clause of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the

Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property, or acts proposed to be transacted, acquired, dealt with, or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.
5. The Share Capital of the Company is £100 divided into 100 Shares of £1 each.

\* The name of the Company was changed from Swifts Wine Cellars Limited to Sales Distribution and Marketing of Wines Limited conform to Certificate of Incorporation on Change of Name dated 25th March, 1977 and thereafter from Sales Distribution and Marketing of Wines Limited to Swift Wines Limited conform to Certificate of Incorporation on Change of Name dated 25th November, 1983.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of Shares in the capital of the Company set opposite our respective names.

---

NAMES, ADDRESSES & DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
--	---

---

(sgd) John C. Bell  
John C. Bell,  
20 Castle Street,  
EDINBURGH.

One

Writer to the Signet

(sgd) T. C. Bell  
T. C. Bell,  
20 Castle Street,  
EDINBURGH.

One

Writer to the Signet

---

Dated the Eleventh day of November 1976.

Witness to the above Signatures:-

(sgd) Catherine M. A. Blackwell,  
Catherine M. A. Blackwell  
20 Castle Street,  
EDINBURGH.

What is contained on this and the preceding seven pages is a print of the Memorandum of Association altered by Special Resolution of the Members of the Company dated the Twenty second day of May Nineteen hundred and eighty four.

.....  
Director



## **CERTIFICATE OF INCORPORATION ON CHANGE OF NAME**

Company Number

61237

I hereby certify that

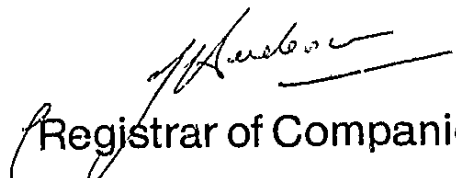
SWIFT WINES LIMITED

having by special resolution changed its name, is now  
incorporated under the name of

COUGAR BEER COMPANY LIMITED

Signed at Edinburgh

4 March 1986

  
Registrar of Companies




SPECIAL RESOLUTION

SWIFT WINES LIMITED - Reg. No. 61237

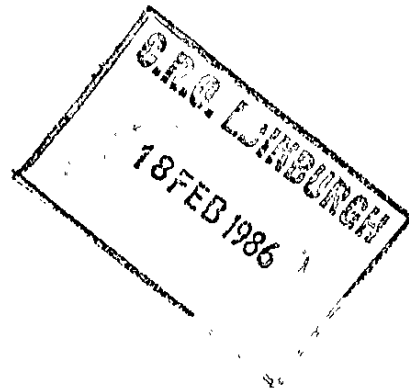
CATS  
32

At an EXTRAORDINARY GENERAL MEETING of SWIFT WINES LIMITED, it was decided on 17th February 1986 in Glasgow, that the Company name be changed to:

COUGAR BEER COMPANY LIMITED

Signed  .....  
Richard Alexander Agnew, Director

Signed  .....  
Hugh Jack, Director



1623 55340

400



**G****225(1)****Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

[14]

61237

Name of company

\*Insert full name of company

\* COUGAR BEER COMPANY LIMITED

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

**Note**  
Please read notes 1 to 5 overleaf before completing this form

Day Month

3	1	0	1
---	---	---	---

30/4/86 → 30/4/87  
30/4/86 → 31/1/87

†Delete as appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and [to be treated as having come to an end] [will come to an end]† on

Day Month Year

3	1	0	1	1	9	8	7
---	---	---	---	---	---	---	---

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

See note 4c and complete as appropriate

The company is a [subsidiary] [holding company]† of \_\_\_\_\_

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

Signed J.G. Gordon [Director] [Secretary]† Date 19th December 1986

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

J.G. Gordon, Esq.  
Agnew Stores (Holdings) Ltd.  
Hawthorn House,  
Cloberfield Road,  
MILNGAVIE,  
Glasgow G62 7LN

For official use  
General Section

Post room

22 DEC 1986

**G**

Notice of new accounting reference date given during the course of an accounting reference period

**225(1)**

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

To the Registrar of Companies

For official use

Company Number

Name of Company

61237

Cougar Beer Company Limited

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day		Month	
0	1	0	3

The current accounting reference period of the company is to be treated as EXTENDED and will come to an end on

Day		Month		Year	
0	1	0	3	1	9

If this notice states that the current accounting reference period is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a subsidiary of Allied Breweries Limited  
company number 124723  
the accounting reference date of which is 1 March

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_ and it is still in force.

Signed

*Rul*

Designation SECRETARY

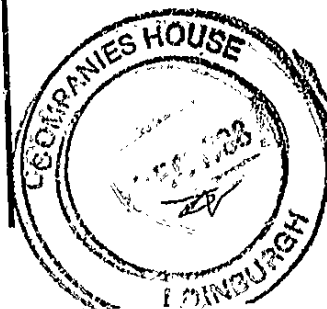
Date 6/12/88

Presentor's name, address and reference (if any):

E Harbron  
Allied Breweries Limited  
107 Station Street  
BURTON UPON TRENT  
Staffordshire DE14 1BZ

For official use  
General section

Post room



No: 61237

The Companies Act 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
OF  
COUGAR BEER COMPANY LIMITED

Passed 1st March 1989

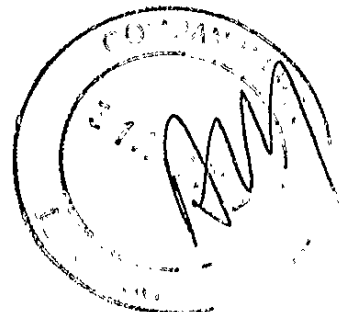
AT AN ANNUAL GENERAL MEETING of the above-named company, duly convened and held at 107 Station Street, Burton-on-Trent, the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"THAT, the company having satisfied the provisions of section 252, Companies Act 1985, relating to dormant companies, the company be exempt from the obligation to appoint auditors as otherwise required by section 384 of that Act".

  
Secretary

4828T



**G****Notice of new accounting reference date given during the course of an accounting reference period****225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably in black type, or bold block lettering

1. To the Registrar of Companies  
(Address overleaf - Note 6)

Company number

**61237**

Name of company

\* Insert full name of company

**\* COUGAR BEER COMPANY LIMITED**

**Note**  
Details of day and month in 2, 3 and 4 should be the same.  
Please read notes 1 to 5 overleaf before completing this form.

† delete as appropriate

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

**2 4 0 8**

3. The current accounting reference period of the company is to be treated as ~~shortened~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

**2 4 0 8 1 9 9 5**

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary] ~~parent~~† undertaking of**ALLIED DOMESTIC RETAILING LIMITED**, company number **124723**the accounting reference date of which is **24<sup>th</sup> AUGUST**

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_

and it is still in force.

† Insert  
Director,  
Secretary,  
Receiver,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

6. Signed

**R.E. Bell**

Designation†

**SECRETARY**Date **23.2.95**Presentor's name address  
telephone number and reference (if any):**R.E. BELL  
107 STATION STREET  
BURTON-ON-TRANT  
DE 14 1BZ  
01283 545320**For official use  
D.E.B.

Post room

**SCT \*S4F8R96\* 479  
COMPANIES HOUSE 24/02/95**