

3649497

## Contribution Agreement

This Contribution Agreement is made as of the 2<sup>nd</sup> day of November, 2006, by Constellation International Holdings Limited, a New York corporation with its chief executive office located at 370 Woodcliff Drive, Suite 300, Fairport, New York 14450 (the "Parent") and its wholly-owned subsidiary, Canandaigua Limited, a company formed under the laws of England and Wales with registered number 3649497 whose registered office is at Constellation House, The Guildway, Old Portsmouth Road, Artington, Guildford, Surrey GU3 1LR, England (the "Subsidiary").

### Statement of the Premises

The Parent has determined that it will contribute all of its 45,049,999 shares of Vincor U.K. plc stock and 1 share of Vincor (Nominees) Limited stock to the Subsidiary in exchange for which the Subsidiary will issue 531,450 shares in its authorised but unissued share capital to the Parent, each in the manner hereinafter described

### Statement of Consideration

In consideration of the premises, the Parent and the Subsidiary agree as follows:

#### 1. INTERPRETATION

In this Agreement:

1.1 the following expressions have the following meanings unless inconsistent with the context:

"Completion" completion of the allotment and issue of the Consideration Shares in exchange for the Contribution Shares accordance with clause 4;

"Consideration Shares" 531,450 shares of the Subsidiary's authorised but unissued share capital;

"Contribution Shares" 45,049,999 shares of Vincor U.K. plc and 1 share of Vincor (Nominees) Limited;

1.2 references to clauses are to clauses of this Agreement;

1.3 a reference to a document being 'in the agreed form' is to that document in the form agreed and for the purposes of identification initialled by or on behalf of each of the parties to this Agreement; and

1.4 the headings to clauses will not affect their construction.

#### 2. CONTRIBUTION

2.1 In consideration and in exchange for the allotment and issue of the Consideration Shares, upon Completion, the Parent will contribute the Contribution Shares to the Subsidiary, free from all liens, equities and encumbrances and with full title guarantee.

This is a TRUE copy of  
an original document

NORTON ROSE  
Kempson House  
Camomile Street  
London EC3A 7AN

Norton Rose Dated 29/12/16



3. **CONSIDERATION**

- 3.1 In consideration and in exchange for the contribution of the Contribution Shares to the Subsidiary, upon Completion, the Subsidiary will contribute the Consideration Shares to the Parent, free from all liens, equities and encumbrances and with full title guarantee.

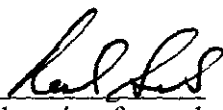
4. **COMPLETION**

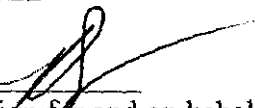
- 4.1 Completion of this Agreement shall take place immediately after and subject to (i) the contribution of the Contribution Shares by the Parent to the Subsidiary in exchange for the Consideration Shares the Subsidiary issues to the Parent; and (ii) the due registration of the Subsidiary as a member of Vincor U.K. plc and Vincor (Nominees) Limited in respect of the Contribution Shares.
- 4.2 There shall be no transfer of any title to the Consideration Shares (either beneficial or legal) until the conditions specified in clause 4.1 are satisfied.

5. **GENERAL**

- 5.1 No amendment, variation or waiver of this Agreement or any provision of this Agreement shall be effective unless it is in writing and duly executed by or on behalf of both parties.
- 5.2 This Agreement will be binding on and enure for the benefit of each party's successors and assigns.
- 5.3 Except insofar as they have been fully performed at Completion, the provisions of this Agreement will continue in full force and effect notwithstanding Completion.
- 5.4 The parties will at their own expense do anything which may be required on or after Completion to give effect to the terms of this Agreement including, without limitation, the execution of all deeds and documents, procuring the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.
- 5.5 Failure or delay by any party in exercising any right or remedy under this Agreement will not operate as a waiver of it.
- 5.6 Any waiver of any breach of this Agreement will not be deemed a waiver of any subsequent breach and will in no way affect the other terms of this Agreement.
- 5.7 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of England and Wales. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties agree to submit to the said jurisdiction.
- 5.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.9 The parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

IN WITNESS of which this Agreement has been entered into on the day and year first before written.

SIGNED by  )  
duly authorised to sign for and on behalf of )  
CONSTELLATION INTERNATIONAL )  
HOLDINGS LIMITED )

SIGNED by  )  
duly authorised to sign for and on behalf of )  
CANANDAIGUA LIMITED )