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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the 02-10-2000

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iginal documents or copy hereof.

1. Name U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54
 Distillers Corporation Limited
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State South Africa
 Other _____
 Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
 Name: William Grant & Sons Limited, ta Hamish Robertson & Company
 Address: Strathclyde Business Park, Phoenix Crescent, Bellshill, Scotland ML4 3AN
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State United Kingdom
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other License Agreement
 Execution Date: _____

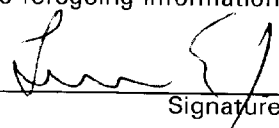
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s). 941,634
 Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lawrence E. Apolzon
 Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
 Street Address: 866 United Nations Plaza
 City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....1
 7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
(Only if total fee is not sufficient)
 8. Deposit account number:
23-0825-0576900
 (Attach duplicate copy of this page if paying by deposit account)

03/09/2000 DC0ATES 00000066 941634

DO NOT USE THIS 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.
Lawrence E. Apolzon  2/10/00
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet: _____

LICENCE AGREEMENT

MADE and ENTERED into by and between:

DISTILLERS CORPORATION LIMITED, a South African limited liability company of Aan-de-Wagenweg, Stellenbosch, South Africa (hereinafter called "the Licensor") of the one part;

and

WILLIAM GRANT & SONS LIMITED trading as **Hamish Robertson & Company**, a company registered in Scotland under the laws of the United Kingdom of Strathclyde Business Park, Phoenix Crescent, Bellshill, Scotland, ML4 3AN (hereinafter called "the Licensee") of the other part.

WHEREAS

- (a) The Licensor is the owner in the United States of America (hereinafter called "the Territory") of Trade Mark Registration No 941634 **CONSULATE** word in class 33 covering whisky, (hereinafter referred to as "the Trade Mark"); and
- (b) The Licensee is desirous of manufacturing and/or offering for sale whisky for which the Trade Mark is registered (hereinafter called "the said goods") in the Territory and of using the Trade Mark in relation thereto in the Territory during the continuance of this Agreement; and
- (c) The Licensor has agreed to the manufacturing and/or offering for sale of the said goods in the Territory under the said Trade Mark by the Licensee upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. The Licensor authorises the Licensee to use the said Trade Mark in relation to the production and distribution of the said goods in the Territory.

2. The label used by the Licensee in respect of the said goods shall be submitted to the Licensor for information purposes, including all amendments to the label made at any time.
3. The Licensee shall apply the Trade Mark only to goods which will be of a standard of quality acceptable to the Licensor.
4. The standard of quality which the Licensee maintains for the normal manufacture of the said goods at the date of this Agreement, is a standard of quality acceptable to the Licensor for purposes of the permitted use in terms of this Agreement. The Licensee shall maintain the foregoing standard of quality throughout the term of this Agreement.
5. The Licensee undertakes to submit to the Licensor or its duly authorised agents at the request of the Licensor or its agents, at all reasonable times, reasonable quantities of the said goods for the purposes of inspection.
6. The Licensee hereby acknowledges that the Trade Mark is the exclusive property of the Licensor and that the Licensor has the full right and interest to and in the Trade Mark in the territory and the Licensee hereby covenants and agrees that it will not at any time attack, question or deny registration of the Trade Mark or the validity thereof or do anything which would be likely to invalidate the Trade Mark or assist any other person to do any of the aforesaid.
7. The Licensee shall promptly notify the Licensor of any mark or any other act in the Territory by any other person which may come to the attention of the Licensee and which might constitute infringement of the Trade Mark or passing off any goods as the Licensor's goods or as the Licensee's goods, manufactured under this Agreement.
8. Should the Licensee request the Licensor to take measures to remedy any Trade Mark infringement or unfair competition by any third party, and the Licensor refuses or neglects to take such action within thirty (30) days after request therefor, the Licensee

shall be entitled to institute such proceedings in its own name as if it were the Licensor. The Licensor shall not be liable for any costs unless it enters an appearance to defend and takes part in the proceedings. The Licensor agrees to execute all papers necessary or desirable in connection with such actions.

9. This Agreement shall be personal to the Licensee and the benefit thereof shall not be assigned or otherwise be dealt with by the Licensee. The Licensee may duly perform its rights and obligations under this Agreement through any other company which, at the relevant time, is its wholly owned subsidiary company and any act or omission of any such company in such performance shall be deemed to be the act or omission of the Licensee.
10. The Licensor grants the Licensee the exclusive right to use the Trade Mark in the Territory in respect of the said goods.
11. No royalty will be payable by the Licensee in respect of its use of the Trade Mark as aforesaid.
12. The Licensor will attend to the administration of the Trade Mark, including renewal.
13. For the purpose of this Agreement, all references to manufacture of the goods by the Licensee shall deemed to include references to manufacture by third parties for and on behalf of the Licensee, provided that in respect of such manufacture by third parties, the Licensee shall take all necessary and desirable steps to ensure that the Licensor's rights under this Agreement will in no way be jeopardised.
14. The Licensee undertakes and agrees to indemnify and hold harmless the Licensor from any claims, demands, actions or liabilities whatsoever which may result from the said goods which are manufactured, marketed and distributed under the Trade Mark in the Territory, causing physical damage to any object or injury to any person, or from any

of its acts or the acts of any subcontractor, representative, agent, or sub-agent under this Agreement, except for those acts which are performed at the specific direction or with the specific prior approval of the Licensor.

15. This Agreement shall, unless terminated as hereinafter provided, commence on 20 February 2000 and shall continue in force for an indefinite period, but may at any time be terminated by either party by giving to the other party twelve (12) months' written notice of its intention to terminate this Agreement.
16. This Agreement may be terminated forthwith by the Licensor by notice in writing, if the Licensee shall fail to comply with or shall commit any breach of any term or condition of this Agreement on the part of the Licensee to be performed, observed or complied with, PROVIDED that in the case of any such failure or breach capable of being made good, the Licensor shall not terminate this Agreement unless and until the Licensee shall have failed to make good the same within twenty-eight (28) days after it shall have been served with a notice in writing by the Licensor requiring it to make good such failure or breach.
17. Upon termination of this Agreement for any reason or for whatsoever cause, the rights of permitted use by the Licensee of the Trade Mark hereby contemplated shall forthwith terminate, this Agreement being of no further force or effect; and generally all rights between the parties shall terminate save and except such rights as is by their nature intended to remain in force until complied with by the other party e.g. the obligation to contribute to legal costs of pending proceedings or matters of a similar nature.
18. The relationship between the Licensor and the Licensee shall be governed in its entirety by South African Law. The place of performance shall be the domicile of the Licensor.

THUS DONE and SIGNED at STELLINGMA on this 9 day of November 1999.

AS WITNESSES:

1 *Druyck*

2 *V. Mimmer*

For and on behalf of **DISTILLERS CORPORATION LIMITED**

J W de Wet

Name: J W de Wet
Capacity: Authorised Attorney

THUS DONE and SIGNED at Bellshill on this 3rd day of December, 1999.

AS WITNESSES:

1 *Georges Tait*

2 *Ann Meek*

For and on behalf of **WILLIAM GRANT & SONS LIMITED**

J S Grant

Name: *J S Grant*
Capacity: *GROUP MANAGING DIRECTOR*