

1099406 //

number of company

form No. 41

no filing fee payable

THE COMPANIES ACTS 1948 TO 1967

Declaration of

**compliance with the requirements
of the Companies Act 1948
on application for
registration of a company**

pursuant to section 15 (2) of the Companies Act 1948

I, ARTHUR CECIL TAYLORof 86 PILGRIM STREET, NEWCASTLE UPON TYNE NE1 6SR

DO SOLEMNLY & SINCERELY DECLARE that I am :—

*a Solicitor of the Supreme Court engaged in the formation

*a person NAMED IN THE ARTICLES of Association as a Director/Secretary

of

D.G.M. (Investments)

Limited

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

NEWCASTLE UPON TYNEthe 13th day of February 1973

before me

A Commissioner for Oaths (or Notary Public or Justice of the Peace)

NOTE: By Section 15(2) of the Companies Act 1948 a Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, OR by a person NAMED IN THE ARTICLES as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

Jordan & Sons Limited

Company Registration Agents, Printers & Publishers

City Office: Wilec House 82 City Road London EC1

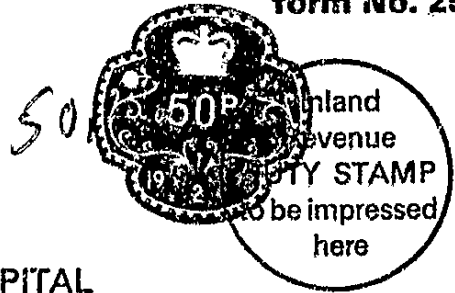
Telephone: 01-253 6214 Telex No. 261010

Presented by

Presenter's Reference

1099406 / 2

number of company
form No. 25



COMPANY HAVING A SHARE CAPITAL

name of company

D.G.M. (INVESTMENTS)

Limited

statement of the nominal capital⁽¹⁾

made pursuant to section 112 of the Stamp Act 1891

NOTE—The stamp duty on the Nominal Capital is 10s. (50p) for every £100
or fraction of £100—Section 41, Finance Act 1933

the nominal capital

of the above-named company is £ 100

Signature⁽²⁾

Dated 13th February 1973 Description SOLICITOR

NOTES: (1) This Statement MUST be filed with the Memorandum, or other document
when the Company is registered
and

(2) It should be signed by an officer of the company if appointed by the
Articles of Association, OR by the Solicitor(s) engaged in
the formation of the company

Jordan & Sons Limited

International Law Agents, Consultants and Publishers
Wilec House 82 City Road London EC1Y 2BX
Telephone: 01-253 6214 Telex No. 261010

Presented by

Presenter's Reference

N/C
92/85/3



L 20

THE COMPANIES ACTS 1948 to 1967

1099406

13

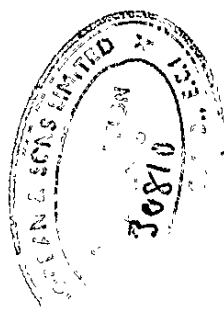
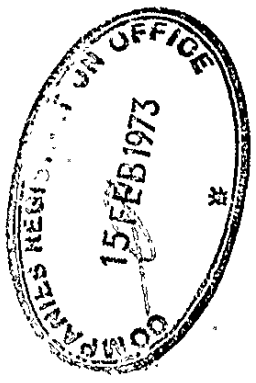
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

D.G.M. (INVESTMENTS) LIMITED

1. The name of the Company is "D.G.M. (INVESTMENTS) LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) To acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any interest therein, and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and whether on first mortgage or subject to a prior mortgage or mortgages; and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) and to turn the same to account as may seem expedient, and in particular by laying out streets, roads, and squares, constructing sewers and draining, planting, paving and preparing building sites, and by constructing, reconstructing, altering, repairing, improving, decorating, furnishing, and maintaining houses, flats, bungalows, offices, factories, warehouses, wharves, buildings, works and conveniences of all kinds, and by consolidating or sub-dividing properties, and by leasing and disposing of the same, and by advancing money to and entering into contracts with builders, tenants and others; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers catering and other services and all conveniences and amenities commonly required therewith; to acquire and take over businesses or undertakings of all kinds, and to carry on, or dispose of, remove or put an end to the same or otherwise deal with the same as may seem expedient; and to carry on all or any of the businesses of building and civil engineering contractors, land, estate and jobbers, estate agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, general farmers, builder's merchants, plant hire specialists and contractors, merchants of, and dealers in plant, machinery, vehicles and appliances of all kinds, painters, decorators and plumbers, haulage and transport contractors, electricians and general engineers; and to carry on all or any of the businesses of proprietors, owners and operators of restaurants, dining rooms, cafes, snack and coffee bars, shops, kiosks, hotels, inns, public houses, motels and road houses, general caterers and refreshment contractors,



licensed victuallers, manufacturers of and dealers in cooked and prepared foods and provisions and comestibles of all kinds, ice cream manufacturers and merchants, bakers, pastrycooks and confectioners; merchants of and dealers in wines, spirits, liqueurs, ales, soft drinks, mineral and aerated waters, cigars, cigarettes, tobacco, fruit, flowers and other table decorations and fancy goods, and to buy, sell, manufacture and deal in goods, wares, merchandise, commodities, materials, produce, articles and things of every description capable of being dealt with in connection with the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

- (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.
- (d) To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company, both real and personal.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.
- (h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.
- (i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (l) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects

altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

- (n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (o) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.
- (q) To support and subscribe to any charitable or public object, and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding Company and to lend

money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

- (r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (t) To distribute among the Members of the Company in kind any property of the Company of any kind.
- (u) To procure the Company to be registered or recognized in any part of the world.
- (v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified

or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the Members is limited.

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

We, the several persons whose names, addresses, and descriptions 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 of Shares taken by each Subscriber
<i>W. B. B. B.</i> <i>10, Greencroft Park</i> <i>Low Fell</i> <i>C. Director</i>	1
<i>W. J. J. J.</i> <i>18 St. Helen's Road</i> <i>Low Fell</i> <i>Peterhead</i>	1
<i>Company Director</i>	

Dated 12th February 1973

Witness to the above signatures:-

Attest
Solicitor
Newcastle upon Tyne

1099406/4

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

D.G.M. INVESTMENTS LIMITED

PRELIMINARY

1. The regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the regulations of the Company.

FIRST DIRECTORS

2. (a) Clause 75 in Part I of Table A shall not apply to the Company.
- (b) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than five. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.
- (c) The first Directors of the Company shall be appointed by the Subscribers of the Memorandum of Association or a majority of them. Until the appointment of the first Directors the Subscribers hereto may exercise all the powers of the Directors.
- (d) Any Director appointed by the Subscribers hereto may if the instrument of appointment so provides be appointed a Permanent Director of the Company. A Permanent Director shall, subject to the provisions of Clause 88 in Part I of Table A, be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.
- (e) If at any General Meeting a poll is duly demanded on a resolution to remove a Permanent Director from office, such Director shall on the poll being taken be entitled to ten votes for each Share of which he is the holder; and Clause 62 in Part I of Table A shall be modified accordingly. Any motion for the removal of two or more Permanent Directors from office shall be submitted to the Meeting as a separate resolution in respect of each of such Directors.

SHARES

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

5. Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no Call shall exceed one fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding Call".

6. A transfer of a fully paid Share need not be executed by or on behalf of the transferee; and Clause 22 in Part I of Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

9. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

DIRECTORS

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director

notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1948 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3 (q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

- (b) Clause 87 in Part I of Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

15. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to: and the said Clause 106 shall be modified accordingly.

BORROWING POWERS

16. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

- (b) Clause 79 in Part I of Table A shall not apply to the Company.

ACCOUNTS

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

INDEMNITY

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

- (b) Clause 136 in Part I of Table A shall not apply to the Company.

TRANSFER OF SHARES

19. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will unless the change is made in connection with the acquisition of any beneficial interest under the trusts of the Will by any person not a beneficiary under the Will. A Share may at any time be transferred to any Member of the Company.
- (b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (c) Except where the transfer is made pursuant to Sub-Article (a) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (e) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.
- (d) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

- (e) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.
- (f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (g) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Share, or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.
- (h) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

- (i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are of opinion that the transferee is not a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (a) hereof. Clause 3 in Part II of Table A shall not apply.
- (j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and at the expiration of twenty-eight days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

Names, addresses and descriptions of Subscribers

D. Barr.

10. Greenace Park.

Low Fell.

Co. Director

D. J. Williams

18 St Helen's Court

Low Fell

Salisbury 9

Company Director

Dated 12th February 1973.

Witness to the above signatures:-

H. Taylor.

Solicitor.

Newcastle upon Tyne.



CERTIFICATE OF INCORPORATION

No. 1099406

I hereby certify that

D. G. M. (INVESTMENTS) LIMITED

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

Given under my hand at London the 28th February 1973

(N. TAYLOR)
Assistant Registrar of Companies

Number of } 1099406
Company }

16

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 141 (2) of the Companies Act 1948)

OF

D. G. M. (INVESTMENTS)

LIMITED

Passed 2nd December , 19 78.

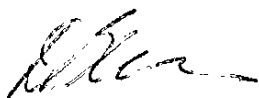
AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Ilfracombe House .Back Row Whickham Tyne and Wear,

on the 2nd day of December, , 1978, the subjoined SPECIAL RESOLUTION was duly passed, viz. :—

RESOLUTION

"That the articles of association of the Company be altered by omitting regulation 19 of the said articles and substituting therefore a new regulation 19 in accordance with the document annexed hereto headed "Transfer Shares" and signed by the Secretary of the Company."

Signature



Chairman

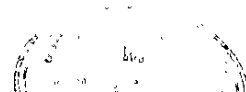
To be signed
by the Chair-
man, a Direc-
tor, or the
Secretary of
the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).

THIS IS THE DOCUMENT HEADED 'TRANSFER' OF SHARES
REFERRED TO IN THE ANNEXED SPECIAL RESOLUTION.

TRANSFER OF SHARES

- 19(a) A share may be transferred by a member (or other person entitled to transfer) to Mr. Donald Burn or Mr. David Gwilliam, or any other person approved by them or by the survivor of them, but save as aforesaid and save as provided by Sub-Article (i) hereof no share shall be transferred to any person unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (b) Except where the transfer is made pursuant to the first or last Sub-Article hereof the person desiring to transfer any share (hereinafter called the vendor) shall give notice in writing to the company of such desire stating the sum which he fixes as the fair value of the share. Such notice shall constitute the company the vendor's agent for the sale of the share to any member of the company or person approved as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the auditors and certified by them in writing. The offer made by such notice shall not be revocable except with the sanction of the directors.
- (c) If the company shall within the period of two months after such a notice as aforesaid has been given or after the giving of such certificate by the auditors where such certificate has been given within the said first mentioned period of two months (within which periods the notice shall not be permitted to be withdrawn) find a member or person approved as aforesaid willing to purchase the share and shall give notice thereof to the vendor, he shall be bound upon the purchase price being paid or secured as hereinafter mentioned to transfer the share to the purchaser.



(d) If the company shall not within the period of two months aforesaid find a purchaser for the share and give notice as aforesaid the vendor shall at any time within three months after the expiration of the said two months be at liberty subject to Sub-Article (j) hereof sell the share to any person and at any price and transfer the same accordingly.

(e) In any case where the purchase money exceeds two thousand pounds the purchaser shall have the option of paying the same as to 20% upon the execution of the transfer and as to the balance, together with interest thereon at the rate of 10% per annum upon the amount from time to time remaining unpaid, by four equal yearly instalments of principal at intervals of one year each, the interest accrued up to date being paid with each such instalment and the punctual payment of such instalments and interest being secured by the bond of the purchaser, together with an equitable charge on the share so purchased, the certificate relating thereto being deposited with the vendor.

(f) Shares comprised in any such transfer notice as aforesaid shall be dealt with as follows:

(i) Where the transfer notice is given in respect of shares standing in the name of any member other than the said Donald Burn or David Gwilliam the shares comprised therein shall in the first place be offered to the said Donald Burn and the said David Gwilliam and in the second place to the directors generally.

(ii) Where the transfer notice is given in respect of shares standing in the name of the said Donald Burn the shares comprised therein shall in the first place be offered to the said David Gwilliam and in the second place to the directors generally.

(iii) Where the transfer notice is given in respect of shares standing in the name of the said David Gwilliam the shares comprised therein shall in the first place be offered to the said Donald Burn and in the second place to the directors generally.

(iv) Shares offered to the directors generally as aforesaid shall be offered to them collectively and individually, so that in case of competition they shall rank pari passu for acceptance and the shares shall so far as possible be distributed equally among them and the destination of any balance which cannot be so distributed shall be decided by lot.

(v) Every such offer shall be personal to the individual entitled thereto and not transferrable or transmissible and shall be open for acceptance for fourteen days only and if not accepted within that time shall be deemed to be declined.

(g) The directors may within three months after the death of a member require his personal representatives to serve a transfer notice relating to such proportion (not exceeding onehalf) of the shares of the deceased as the directors shall think fit and if the personal representatives do not comply forthwith with such request they shall be deemed to have served the company with a transfer notice relating to one half of the shares of the deceased member and to have specified therein a sum equal to the amount paid upon the shares to which the same relates as the fair value.

(h) If in any case the vendor refuses or neglects on tender of the purchase money to transfer any shares for which the company has found a purchaser the chairman for the time

being of the directors of the company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be the duly appointed attorney of the member with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the company may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as the holder by transfer of the shares purchased by him.

(i) Any shares may be transferred by a member to any son, grandson, son-in-law, grandson-in-law of such member and any share of a deceased member may (after the expiration of a period of three calendar months from his death and subject to Sub-Article (g) hereof be transferred by his personal representatives to any son, daughter, grandson, granddaughter, or other issue, nephew, niece, son-in-law, daughter-in-law, father, mother, brother, sister, brother-in-law, widow or widower of such deceased member and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.

(j) The directors may refuse to register any transfer of a share (a) where the company has a lien as the share, or (b) where the directors are of the opinion that the transferee is not a desirable person to admit to membership. Clause 3 in part II of the Table A shall not apply.

(k) When ever any member of the company (other than a director) who is employed by the company in any capacity is dismissed from such employment or ceases to be employed by the company, the directors may at any time within 28 days after his dismissal or ceasing to be employed resolve that such member do retire, and at the expiration of 28 days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the company with a transfer notice pursuant to paragraph (b) of this regulation, and to have specified therein the amount paid up on his shares as a fair value. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

 Sec.

25

No. of Company 1099406 | 17
The Companies Acts 1948 to 1967
COMPANY LIMITED BY SHARES

Memorandum and Articles of Association of

D.G.M. (INVESTMENTS) LIMITED

(Incorporated the 28th day of February 1973)

Clive M. Hindle,
Solicitor,
North Shields.

Jordan & Sons Limited
Legal and Information Services
Printers and Publishers
Jordan House
47, Brunswick Place, London N1 6EE
Telephone 012533030 Telex 261010



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

D.G.M. (INVESTMENTS) LIMITED

1. The name of the Company is "D.G.M. (INVESTMENTS) LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) To acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any interest therein, and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and whether on first mortgage or subject to a prior mortgage or mortgages; and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) and to turn the same to account as may seem expedient, and in particular by laying out streets, roads, and squares, constructing, sewers and draining, planting, paving and preparing building sites, and by constructing, reconstructing, altering, repairing, improving, decorating, furnishing, and maintaining houses, flats, bungalows, offices, factories, warehouses, wharves, buildings, works and conveniences of all kinds, and by consolidating or sub-dividing properties, and by leasing and disposing of the same, and by advancing money to and entering into contracts with builders, tenants and others; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers catering and other services and all conveniences and amenities commonly required therewith; to acquire and take over businesses or undertakings of all kinds, and to carry on, or dispose of, remove or put an end to the same or otherwise deal with the same as may seem expedient; and to carry on all or any of the businesses of building and civil engineering contractors, land, estate and jobbers, estate agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, general farmers, builder's merchants, plant hire specialists and contractors, merchants of, and dealers in plant, machinery, vehicles and appliances of all kinds, painters, decorators and plumbers, haulage and transport contractors, electricians and

general engineers; and to carry on all or any of the businesses of proprietors, owners and operators of restaurants, dining rooms, cafes, snack and coffee bars, shops, kiosks, hotels, inns, public houses, motels and road houses, general caterers and refreshment contractors, licensed victuallers, manufacturers of and dealers in cooked and prepared foods and provisions and comestibles of all kinds, ice cream manufacturers and merchants, bakers, pastrycooks and confectioners; merchants of and dealers in wines, spirits, liqueurs, ales, soft drinks, mineral and aerated waters, cigars, cigarettes, tobacco, fruit, flowers and other table decorations and fancy goods, and to buy, sell, manufacture and deal in goods, wares, merchandise, commodities, materials, produce, articles and things of every description capable of being dealt with in connection with the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of,

or otherwise deal with all or any part of the property and rights of the Company, both real and personal.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others,

(o) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

(q) To support and subscribe to any charitable or public object, and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

(u) To procure the Company to be registered or recognised in any part of the world.

(v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the Members is limited.

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

We, the several persons whose names, addresses, and descriptions 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 of Shares taken by each Subscriber
--	---

Donald Burn,
10 Greenacre Park,
Low Fell.

- One

Company Director.

David Gwilliam,
18 St. Helen's Crescent,
Low Fell,
Gateshead 9.

- One

Company Director.

Dated this 12th day of February 1973.

Witness to the above Signatures:- A. C. Taylor,
Newcastle-upon-Tyne.
Solicitor.

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

D.G.M. INVESTMENTS LIMITED

PRELIMINARY

135/10/10

1. The Regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

FIRST DIRECTORS

2. (a) Clause 75 in Part I of Table A shall not apply to the Company.

(b) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than five. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(c) The first Directors of the Company shall be appointed by the Subscribers of the Memorandum of Association or a majority of them. Until the appointment of the first Directors the Subscribers hereto may exercise all the powers of the Directors.

(d) Any Director appointed by the Subscribers hereto may if the instrument of appointment so provides be appointed a Permanent Director of the Company. A Permanent Director shall, subject to the provisions of Clause 88 in Part I of Table A, be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.

(e) If at any General Meeting a poll is duly demanded on a resolution to remove a Permanent Director from office, such Director shall on the poll being taken be entitled to ten votes for each Share of which he is the holder; and Clause 62 in Part I of Table A shall be modified accordingly. Any motion for the removal of two or more Permanent Directors from office shall be submitted to the Meeting as a separate resolution in respect of each of such Directors.

SHARES

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
5. Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no Call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding Call".
6. A transfer of a fully paid Share need not be executed by or on behalf of the transferee; and Clause 22 in Part I of Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".
9. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

DIRECTORS

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be

re-appointed or appointed, as the case may be, as a Director notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1948 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3 (q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Part I of Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

15. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to: and the said Clause 106 shall be modified accordingly.

BORROWING POWERS

16. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Clause 79 in Part I of Table A shall not apply to the Company.

ACCOUNTS

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

INDEMNITY

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Clause 136 in Part I of Table A shall not apply to the Company.

19. (a) A share may be transferred by a member (or other person entitled to transfer) to Mr. Donald Burn or Mr. David Gwilliam, or any other person approved by them or by the survivor of them, but save as aforesaid and save as provided by Sub-Article (i) hereof no share shall be transferred to any person unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Except where the transfer is made pursuant to the first or last Sub-Article hereof the person desiring to transfer any share (hereinafter called the vendor) shall give notice in writing to the Company of such desire stating the sum which he fixes as the fair value of the share. Such notice shall constitute the Company the vendor's agent for the sale of the share to any member of the Company or person approved as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the auditors and certified by them in writing. The offer made by such notice shall not be revocable except with the sanction of the directors.

(c) If the Company shall within the period of two months after such a notice as aforesaid has been given or after the giving of such certificate by the auditors where such certificate has been given within the said first mentioned period of two months (within which periods the notice shall not be permitted to be withdrawn) find a member or person approved as aforesaid willing to purchase the share and shall give notice thereof to the vendor, he shall be bound upon the purchase price being paid or secured as hereinafter mentioned to transfer the share to the purchaser.

(d) If the Company shall not within the period of two months aforesaid find a purchaser for the share and give notice as aforesaid the vendor shall at any time within three months after the expiration of the said two months be at liberty subject to Sub-Article (j) hereof sell the share to any person and at any price and transfer the same accordingly.

(e) In any case where the purchase money exceeds two thousand pounds the purchaser shall have the option of paying the same as to 20% upon the execution of the transfer and as to the balance, together with interest thereon at the rate of 10% per annum upon the amount from time to time remaining unpaid, by four equal yearly instalments of principal at intervals of one year each, the interest accrued up to date being paid with each such instalment and the punctual payment of such instalments and interest being secured by the bond of the purchaser, together with an equitable charge on the share so purchased, the certificate relating thereto being deposited with the vendor.

(f) Shares comprised in any such transfer notice as aforesaid shall be dealt with as follows:

(i) Where the transfer notice is given in respect of shares standing in the name of any member other than the said Donald Burn or David Gwilliam the shares comprised therein shall in the first place be offered to the said Donald Burn and the said David Gwilliam and in the second place to the directors generally.

(ii) Where the transfer notice is given in respect of shares standing in the name of the said Donald Burn the shares comprised therein shall in the first place be offered to the said David Gwilliam and in the second place to the directors generally.

(iii) Where the transfer notice is given in respect of shares standing in the name of the said David Gwilliam the shares comprised therein shall in the first place be offered to the said Donald Burn and in the second place to the directors generally.

(iv) Shares offered to the directors generally as aforesaid shall be offered to them collectively and individually so that in case of competition they shall rank pari passu for acceptance and the shares shall so far as possible be distributed equally among them and the destination of any balance which cannot be so distributed shall be decided by lot.

(v) Every such offer shall be personal to the individual entitled thereto and not transferable or transmissible and shall be open for acceptance for fourteen days only and if not accepted within that time shall be deemed to be declined.

(g) The directors may within three months after the death of a member require his personal representatives to serve a transfer notice relating to such proportion (not exceeding one half) of the shares of the deceased as the directors shall think fit and if the personal representatives do not comply forthwith with such request they shall be deemed to have served the Company with a transfer notice relating to one half of the shares of the deceased member and to have specified therein a sum equal to the amount paid upon the shares to which the same relates as the fair value.

(h) If in any case the vendor refuses or neglects on tender of the purchase money to transfer any shares for which the Company has found a purchaser the chairman for the time being of the directors of the Company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be the duly appointed attorney of the member with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the Company may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as the holder by transfer of the shares purchased by him.

(i) Any shares may be transferred by a member to any son, grandson, son-in-law, grandson-in-law of such member and any share of a deceased member may (after the expiration of a period of three calendar months from his death and subject to Sub-Article (g) hereof be transferred by his personal representatives to any son, daughter, grandson, granddaughter, or other issue, nephew, niece, son-in-law, daughter-in-law, father, mother, brother, sister, brother-in-law, widow or widower of such deceased member and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.

(j) The directors may refuse to register any transfer of a share (a) where the Company has a lien as the share, or (b) where the directors are of the opinion that the transferee is not a desirable person to admit to membership. Clause 3 in Part II of the Table A shall not apply.

(k) Whenever any member of the Company (other than a director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the directors may at any time within 28 days after his dismissal or ceasing to be employed resolve that such member do retire, and at the expiration of 28 days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to paragraph (b) of this regulation, and to have specified therein the amount paid up on his shares as a fair value. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

Names, addresses and descriptions of Subscribers

Donald Burn,
10 Greensacre Park,
Low Fell,

Company Director.

David Gwilliam,
18 St. Helen's Crescent,
Low Fell,
Gateshead 9.

Company Director.

Dated this 12th day of February 1973.

Witness to the above Signatures:- A. C. Taylor,
Newcastle-upon-Tyne.
Solicitor.



1099406

**RICHARDSON · HALL
KENNEDY & CO.**
CHARTERED ACCOUNTANTS

7 GLADSTONE TERRACE, GATESHEAD, TYNE & WEAR NE8 4DZ.
TELEPHONE, TYNESIDE (091) 478 1513. FACSIMILE: (091) 490 0350

Also at Suite 20, Kingsway House, Team Valley Trading Estate,
Girdlehead NE11 2JS Telephone Tyneside (091) 482 5504

PRIVATE

The Company Secretary
DGM Investments Limited
Deepdene House
Jesmond Dene
Jesmond
Newcastle upon Tyne
NE7 7BQ

15 December 1992

Our Ref: DCH/AC/D081H

Dear Madam

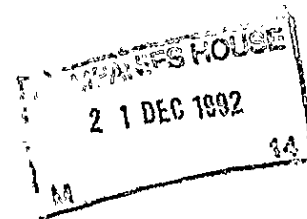
As required by section 394 of the Companies Act 1985 we confirm that there are no circumstances in connection with our resignation as auditors to the company which we consider should be brought to the attention of the members or creditors of the company.

A copy of this statement is required to be filed with the Registrar of Companies under the Companies Act 1985 and we confirm having undertaken this formality on your behalf.

Yours faithfully

Richardson Hall Kennedy

Richardson Hall Kennedy & Co



A.J. PARTRIDGE, F.C.A. A.T.I. D.J. THOMPSON, F.C.A. D.C. HALL, A.C.A. G.J. MILLER, A.C.A.

Registered to carry on audit work and authorised to carry on investment business by the Institute of Chartered Accountants in England and Wales



**RICHARDSON · HALL
KENNEDY & CO.**
CHARTERED ACCOUNTANTS

7 GLADSTONE TERRACE, GATESHEAD, TYNE & WEAR NE8 4DZ.
TELEPHONE: TYNESIDE (091) 478 1513. FACSIMILE: (091) 490 0380

Also at Suite 22, Kennedy's House, Team Valley Trading Estate
Gateshead NE11 2JS Telephone: Tyneside (091) 482 5004

PRIVATE

The Company Secretary
DGM Investments Limited
Deepdene House
Jesmond Dene
Jesmond
Newcastle upon Tyne
NE7 7BQ

16 December 1992

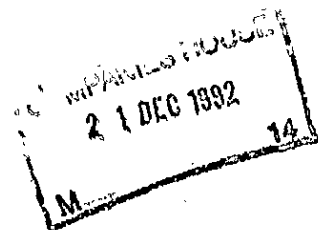
Our Ref: DCH/AC/D081H

Dear Madam

We hereby tender our resignation as auditors to DGM Investments Limited with immediate effect.

Yours faithfully

Richardson Hall Kennedy & Co
Richardson Hall Kennedy & Co



A.J. PARTRIDGE, F.C.A. & A.T.U. D.J. THOMPSON, F.C.A. D.C. HALL, A.C.A. G.J. MILLER, A.C.A.

Registered to carry on audit work and authorized to carry on investment business by the Institute of Chartered Accountants in England and Wales