

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4378989

The Registrar of Companies for England and Wales hereby certifies that  
DAWNUS LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 21st February 2002



\*N04378989Z\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



Companies House  
for the record

# 12

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.

CHWP000

Company Name in full

DAWNUS LIMITED

I,

EDWARD KEITH JENNINGS

of

62 NEWPORT ROAD CARDIFF

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*[Signature]*

Declared at

Cardiff

Day Month Year

On

19 02 2002

• Please print name.

before me •

SOLICITOR

MICHAEL JONES

Signed

*Michael Jones*

Date

19-02-02.

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

THOMAS BRAHAM SOLICITORS

62 NEWPORT ROAD

CARDIFF Tel 02420 625858

DX number 33068 DX exchange CARDIFF 1



AD4  
COMPANIES HOUSE

0875  
20/02/02

Form revised June 1998

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



Companies House

for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

First directors and secretary and intended situation of  
registered office

Notes on completion appear on final page

Company Name in full

DAWNUS LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

5 TAFE BUSINESS VILLAGE

SWANSEA ENTERPRISE PARK

Post town

SWANSEA

County / Region

SWANSEA

Postcode

SA7 9LA

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

X

Agent's Name

EDWARD KEITH JENKINS

Address

62 NEWPORT ROAD

CARDIFF

Post town

CARDIFF

County / Region

CARDIFF

Postcode

CF24 0DF

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

THOMAS GRAHAM SOLICITORS

62 NEWPORT ROAD

CARDIFF Tel 02920 625858

DX number 33068 DX exchange CARDIFF 1



A04  
COMPANIES HOUSE

0874  
20/02/02

Form revised July 1998

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for companies registered in Scotland

DX 235 Edinburgh

**Company Secretary** (see notes 1-5)

Company name

DAWNUS LIMITED

NAME \*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

CHRISTOPHER ALAN

Surname

HAWKINS

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

6 COURT RISE

ADERS AVENUE

Post town

ADERS AVENUE

County / Region

Postcode

NP7 94H

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

9/2/2002

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

EDWARD KEITH

Surname

JENKINS

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

VALLEY VIEW MAIN ROAD

GWAELOID-Y-GARTH

Post town

CARDIFF

County / Region

CARDIFF

Postcode

CF15 91J

Country

Day Month Year

Date of birth

21 02 1948

Nationality

BRITISH

Business occupation

SOLICITOR

Other directorships

MAINCOURSE LIMITED

GWAELOID COMPANY SERVICES LIMITED

I consent to act as director of the company named on page 1

Consent signature

Date

9/2/2002

**Directors** (continued) (see notes 1-5)

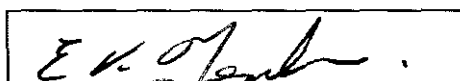
<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>						
<b>* Voluntary details</b>	<b>Forename(s)</b>	<input type="text"/>								
	<b>Surname</b>	<input type="text"/>								
	<b>Previous forename(s)</b>	<input type="text"/>								
	<b>Previous surname(s)</b>	<input type="text"/>								
<b>Address</b>	<input type="text"/>									
<b>Usual residential address</b>	<input type="text"/>									
For a corporation, give the registered or principal office address.	<b>Post town</b>	<input type="text"/>								
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>						
	<b>Country</b>	<input type="text"/>								
	<b>Date of birth</b>	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Nationality</b>	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	<b>Business occupation</b>	<input type="text"/>								
	<b>Other directorships</b>	<input type="text"/>								
		<input type="text"/>								
	I consent to act as director of the company named on page 1									
	<b>Consent signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>						

**This section must be signed by**

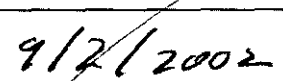
***Either***

**an agent on behalf  
of all subscribers**

**Signed**



**Date**



**Or the subscribers**

**Signed**

**Date**

**( i.e those who signed  
as members on the  
memorandum of  
association).**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

002779

022003

SAX

GCO

COMPANIES ACT 1985  
Company Ltd by Shares  
MEMORANDUM OF ASSOCIATION  
of

DAWNUS LIMITED

- 1 The name of the company is Dawnus Limited
- 2 The registered office of the company is to be situated in England and Wales.
- 3 The object for which the company is established is to carry on business as a general commercial company.
- 4 The liability of the members is limited to the amount (if any) unpaid on the shares held by them.
- 5 The share capital of the company is £100 divided into 100 shares of £1 each.

4378989

WE, the persons whose names and addresses are subscribed, wish to be 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 to our respective names.

Name and Address	Number of Shares
EDWARD KEITH JENKINS Valley View, Main Rd, Gwaelod Y Garth	1
DAWNUS CONSTRUCTION LIMITED 5 Tawe Business Village, Swansea	1
Total shares taken	

Signed by

*E. V. Jenkins*  
Jenkins

Date

9/2/02

Witness to the above signature :

Signed on behalf of  
Dawnus Construction Ltd  
by a Director

*A. P. P. P.*

Date

15/02/02

Witness

*C. Such*  
*John* of 62 Newport Road  
Cardiff CF24 0OF.



AD4  
COMPANIES HOUSE

0373  
20/02/02

**COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
ARTICLES OF ASSOCIATION  
DAWNUS LIMITED

**1 Preliminary**

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ('Table A') shall apply to the company except in so far as they are excluded or varied by these articles.
- 1.2 Expressions defined in regulation 1 of Table A shall where the context admits bear in these articles the meanings so defined.

**2 Share capital**

- 2.1 The present share capital of the company is £100 divided into 100 ordinary shares of £1 each.
- 2.2 *(insert statement of class rights, if shares in two or more classes).*
- 2.3 The shares of the company for the time being unissued, whether forming part of its [original or present] capital or not, shall be at the disposal of the directors, who may at their discretion for a period of five years from the date of [the incorporation of the company or the adoption of these articles] and afterwards with the previous sanction of an ordinary resolution, allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper.
- 2.4 In regulation 2 of Table A there shall be substituted for the words following 'issued with' the words 'or have attached to it such rights or restrictions as the company may by special resolution<sup>4</sup> determine'.

**3 Lien and forfeiture**

- 3.1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the company. The registration of a transfer of a share shall operate as a waiver of any lien of the company on that share.
- 3.2 In regulation 8 of Table A there shall be substituted for the words 'any amount payable in respect of it' the words 'all distributions and other moneys or property attributable to it'; and the same words shall be substituted in regulation 19 for the words 'all dividends or other moneys payable in respect of the forfeited shares'.

**4 Transfer of shares**

- 4.1 Any member may at any time transfer any of his shares to any relative of his (as defined below), and the personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder to any relative of the deceased member becoming entitled to such shares under the will or on the intestacy of the deceased member<sup>5</sup>. For the foregoing purposes 'relative' means and includes either parent and the children and remoter issue (whether natural or adopted) over the age of 18 years of either parent of the deceased member, and

any wife, widow, husband or widower of any such parent, child or remoter issue, or of the member or deceased member himself or herself.

- 4.2 Any shares registered in the name of one or more holders as the trustees or trustee of a will or settlement may be transferred into the name or joint names of any new or continuing trustees or trustee upon any change in the trusteeship thereof, or into the name of any person becoming absolutely entitled to such shares (whether or not in pursuance of the exercise of any discretionary power) by virtue of the trusts of such will or settlement.

- 4.3 Except in the case of a transfer of shares expressly authorised by the preceding article, the right to transfer shares in the company shall be subject to the following restrictions:

- 4.3.1 Before requiring the company to register a transfer of any shares the person, whether a member of the company or not, desiring to transfer them ('the proposing transferor') shall give notice in writing ('the transfer notice') to the company that he desires to sell such shares and shall specify in the transfer notice the price at which he is prepared to sell such shares. The transfer notice shall constitute the company as the agent of the proposing transferor for the sale of all (but not a part only)<sup>7</sup> of the shares specified in the transfer notice to any member [or to any other person selected by the directors] at such price. If the proposing transferor does not in the transfer notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in paragraph 4.3.6). A transfer notice once received by the company shall not be revocable without the prior consent of the directors.
- 4.3.2 If the proposing transferor has specified a price at which he is prepared to sell such shares, and within the period of 2 months of receiving a transfer notice the company finds members [or other persons] ('the purchasers') willing to purchase all the shares specified in the transfer notice at the specified price and gives notice of the fact to the proposing transferor, he shall be bound upon payment of the specified price to transfer those shares to such members [or other persons].
- 4.3.3 If no price is specified and within a period of 2 months after receiving a transfer notice the company finds members [or other persons] ('the prospective purchasers') who are willing to purchase all of the shares specified in the transfer notice subject to agreement upon the price for such shares and gives written notice of the fact to the proposing transferor then the provisions of paragraph 4.3.6 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under paragraph 4.3.6 is acceptable to the proposing purchasers, who give notice in writing of that fact to the company, then the company shall give written notice of that fact to the proposing transferor who shall be bound upon payment of the prescribed price to transfer those shares to such members [or other persons].
- 4.3.4 Every notice given by the company under either of the preceding paragraphs stating that it has found a purchaser or prospective purchaser (whichever is applicable) for such shares shall state the name and address of such purchaser or prospective purchaser, or, if more than one, their names and addresses, and the number of shares which each such purchaser or prospective purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the proposing transferor, and the purchase shall be

completed, in the case where the price has been specified, at a time and a place to be appointed by the company not being more than 28 days after the date on which such notice was given by the company, and in the case where the price has to be ascertained in accordance with Paragraph 4.3.6 the purchase shall be completed at a time and a place to be appointed by the company not being more than 28 days after the price has been so ascertained. For the purpose of determining the right to any distribution by the company the proposing transferor shall be deemed to have sold such shares on the date of completion of the purchase.

- 4.3.5 If the proposing transferor, after having become bound to transfer any shares to a purchaser or prospective purchaser, fails to do so, the directors may authorise some person to sign an instrument of transfer on behalf of the proposing transferor in favour of the purchaser or prospective purchaser and the company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the purchaser or prospective purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the purchase money on trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchaser or prospective purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any person.
- 4.3.6 In the event of the purchase price for such shares not being specified by the proposing transferor then after receipt by the proposing transferor of a notice given by the company under paragraph 4.3.3 of this article the proposing transferor shall use his best endeavours to agree with the prospective purchaser the price for each share but, in the event of failure to agree within one month of receipt by the proposing transferor of such notice given by the company, then the fair value for such shares shall be determined by the auditors for the time being of the company or (if the proposing transferor shall require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose determination as to the fair value of the shares which the proposing transferor wishes to sell shall be conclusive, and such fair value shall be the price payable for the shares, and in fixing such price such auditors or chartered accountant shall have power to determine how the costs of fixing the fair value of such shares shall be borne.
- 4.3.7 All shares comprised in any transfer notice shall be offered by the company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the proposing transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this paragraph shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than 21 days) within which the offer must be accepted or in default be treated as declined.
- 4.3.8 Once the price for the shares has been ascertained under paragraph 4.3.6 then any prospective purchaser shall have the right to withdraw his application to purchase such shares and there will be no obligation on any prospective purchaser to purchase shares at such price unless

he so signifies his consent to the company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the company of the price so determined inform the company in writing that he no longer desires to purchase the shares, provided that if there are more than one prospective purchaser and not all prospective purchasers signify or are deemed to signify their consent to the purchase of the shares at such price, then there shall be no obligation on the proposing transferor to sell the shares specified in the transfer notice unless such prospective purchasers as are prepared to purchase the shares agree to purchase all of the shares specified in the transfer notice.

4.3.9 If either:

4.3.9.1 within a period of 2 months after receiving a transfer notice the company shall not find purchasers for all of the shares specified in the transfer notice and gives notice in writing to that effect to the proposing transferor, or

4.3.9.2 the company within such period of 2 months gives to the proposing transferor notice in writing that it has no prospects of finding such purchasers, or

4.3.9.3 the prospective purchasers give notice under paragraph 4.3.8 that they are not prepared to pay the price determined under paragraph 4.3.6 and to purchase all of the shares specified in the transfer notice,

then the proposing transferor shall be at liberty until the expiration of 4 months thereafter to transfer all or any of the shares specified in the transfer notice to any person but he may not transfer the shares or any of them at a price lower than the specified price or the price ascertained under paragraph 4.3.6 (as applicable).

4.3.10 If a proposing transferor wishes to sell any of his shares specified in a transfer notice after the expiry of the period of 4 months referred to in paragraph 4.3.9, then he must give notice in writing to the company again in accordance with paragraph 4.3.1.

4.4 The personal representatives of any deceased member shall be bound, if and when called upon by the directors to do so not earlier than six months after the date of his death, to give a transfer notice in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If within a period of 21 days after being called upon the personal representatives fail either to give such a transfer notice, or to present for registration one or more transfers of such shares authorised by article 4.1, they shall be deemed to have given a transfer notice at the expiration of that period, and the provisions of the preceding article shall have effect accordingly.

4.5 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the company a transfer notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such transfer notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the said provisions shall have effect accordingly.

## 5 Alteration of capital

4.1 In regulation 32 of Table A there shall be inserted after the words 'the resolution may' in paragraph (c) the parenthesis '(if it is a special resolution)'<sup>9</sup>.

- 4.2 In regulation 33 of Table A the parenthesis '(including, subject to the provisions of the Act, the company)' shall be omitted<sup>10</sup>.

## 6 Votes of members

- 5.1 In regulation 54 of Table A there shall be inserted after the second occurrence of the words 'every member' the words 'present in person or by proxy'.
- 5.2 In regulation 61 of Table A there shall be substituted for the words following 'the instrument appointing a proxy shall be in' the words 'any form which enables the members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used'.

## 7 Appointment and retirement of directors

- 7.1 In regulation 81 of Table A there shall be inserted in paragraph (d) after the words 'to the company' the words 'left at the office'.
- 7.2 Regulations 73 to 78 inclusive of Table A shall not apply to the company, and in the second sentence of regulation 79 the words following 'annual general meeting' shall be omitted.

## 8 Remuneration of directors

In regulation 82 of Table A there shall be inserted after the words 'such remuneration' the words 'for their services as such', and at the end of that regulation the sentence: 'A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office'.

## 9 Directors' appointments

In regulation 84 of Table A there shall be inserted in the third sentence after the words 'shall terminate' the parenthesis '(unless the terms of his appointment otherwise provide)'.

## 10 Proceedings of directors

In regulation 90 of Table A there shall be substituted for the words 'fixed as the quorum, they' the words 'constituting the quorum, they or he'.

## 11 Secretary

In regulation 99 of Table A there shall be added at the end the words 'but without prejudice to any claim for damages he may have for breach of contract by the company'.

## 12 Dividends

In regulation 104 of Table A there shall be inserted after the words 'as from a particular date' the words 'or to a particular extent'.

## 13 Notices

In regulation 115 of Table A the words 'unless the contrary is proved' shall be omitted.

Signed by 

Date : 9/2/02


Signed on behalf of  
Dawnus Construction Ltd  
by a Director

 x

Date : 15/2/02

Document4

Witness.

L. Such  


of 62 Newport Road  
Cardiff CF24 0PF