

FILE COPY



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

Company No. 4203471

The Registrar of Companies for England and Wales hereby certifies that
RETELLA 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 23rd April 2001



N042034718



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

Please complete in typescript,
or in bold black capitals
CHFP052

Declaration on application for registration

Company Name in full

RETELLA LIMITED

I, **COMBINED SECRETARIAL SERVICES LIMITED**

of **Victoria House, 64 Paul Street, London EC2A 4NG**

† Please delete as appropriate

370

do solemnly and sincerely declare that I am a ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ ~~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

Michaelas

Authorised Signatory of
Combined Secretarial Services Limited

Declared at

33 CRWYS ROAD, CARDIFF, CF24 4YF

Day Month Year

On

20 04 2001

① Please print name.

before me ①

David J. Allen

Signed

[Signature]

Date

20 - 4 - 01

† 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.

ICC COMPANY FORMATIONS

33 CRWYS ROAD, CARDIFF

CF24 4YF

Tel **029 2066 0360**

DX number **50758**

DX exchange **CARDIFF 2**



PUB
COMPANIES HOUSE
0228
20/04/01

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



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

RETELLA LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

HILL HOUSE

1 LITTLE NEW STREET

Post town

LONDON

County / Region

Postcode EC4A 3TR

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.



Agent's Name

ICC COMPANY FORMATIONS

Address

CRWYS HOUSE

33 CRWYS ROAD

Post town

CARDIFF

County / Region

Postcode CF24 4YF

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.

ICC COMPANY FORMATIONS

CRWYS HOUSE, 33 CRWYS ROAD

CARDIFF

Tel 029 2066 0360

DX number 50758

DX exchange CARDIFF 2

Companies House



PUB
COMPANIES HOUSE

0229
20/04/01

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or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname		COMBINED SECRETARIAL SERVICES LTD	
Previous forename(s)			
Previous surname(s)			
Address		VICTORIA HOUSE	
Usual residential address For a corporation, give the registered or principal office address.		64 PAUL STREET	
Post town		LONDON	
County / Region		Postcode	EC2A 4NG
Country			

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

Consent signature

Signature A. Pauls

Date

20-4-01

Directors (see notes 1-6)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
Forename(s)		MATTHEW RUSSELL	
Surname		AUCOTT	
Previous forename(s)			
Previous surname(s)			
Address		41 PARK MOUNT	
Usual residential address For a corporation, give the registered or principal office address.			
Post town		HARPENDEN	
County / Region		Postcode	AL5 3AS
Country			

Date of birth	Day	Month	Year	Nationality
	2	5	1 1 1 9 6 6	BRITISH

Business occupation CHARTERED SECRETARY

Other directorships SEE ATTACHED

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

Consent signature

Signature

Date

20-4-01

Directors (continued) (see notes 1-5)

NAME	*Style / Title		*Honours etc							
* Voluntary details	Forename(s)									
	Surname									
	Previous forename(s)									
	Previous surname(s)									
	Address									
Usual residential address										
For a corporation, give the registered or principal office address.	Post town									
	County / Region		Postcode							
	Country									
	Date of birth	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	Day	Month	Year				Nationality	
Day	Month	Year								
	Business occupation									
	Other directorships									
	I consent to act as director of the company named on page 1									
	Consent signature	ca - Pauls	Date	20-4-01						

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

The other Directorships of Matthew Russell Aucott are:-

ERTONAY LIMITED

-

01203171

SPN

1000/2. 712926

THE COMPANIES ACTS 1985 & 1989

R JS

COMPANY LIMITED BY SHARES

011509

011509

MEMORANDUM OF ASSOCIATION

OF

RETELLA LIMITED

1. The Company's name is RETELLA LIMITED.
2. The Company's Registered Office is to be situated in England & Wales.
3. The Company's objects are:-
 - (A) To carry on business as a general commercial company.
 - (B) To do all such things which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary, incidental or conducive to any business or the general business of the Company or further any of its objects.
 - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purpose of or in connection with the borrowing or raising of money by the Company to become a member of any building society.



Bar 100

712926.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as it may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(V) To do all such things as are incidental or conducive to the above objects or any of them and it is hereby declared that in the construction of this Clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this Clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the Members is limited.

5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers

Number of shares taken
by each subscriber

Sarah Jane Cruickshank
Flat 3, 134 Church Road
London
SE19 2NT

Sarah Cruickshank

One

Matthew Russell Aucott
41 Park Mount
Harpenden
Hertfordshire
AL5 3AS

Matthew Russell Aucott

One

Total number of shares taken up

Two

Dated the 20th day of April, 2001

WITNESS to the above signatures:

A. Powles
Crwys House
33 Crwys Road
Cardiff CF2 4YF

A. Powles

Formations Division

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RETELLA LIMITED

PRELIMINARY

1. The Companies Act 1985 is hereinafter referred to as "the Act". Subject as hereinafter provided, the Regulations in Table 'A' in The Companies (Tables A-F) Regulations 1985 shall apply to the Company and such Table is hereinafter referred to as "Table A".
2. Regulations 64, 73 to 78 and 80 of Table A shall not apply to the Company.

ALLOTMENT OF SHARES

3. The pre-emption provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Act shall apply.
4. Subject to Article 3 the Directors are unconditionally authorised to allot shares in the capital of the Company to such persons, at such times and generally on such terms and conditions as they think proper up to the amount of authorised but unissued share capital during a period of five years following incorporation.

LIEN

5. The Company shall have a lien on every share, whether fully paid or not, and whether registered in the name of one or more Members, and accordingly in Regulation 8 of Table A the words 'not being a fully paid share' shall be omitted.

TRANSFER OF SHARES

- 6.(a) With the exception of any transfer arising out of the pre-emption provisions embodied in paragraphs (b) to (h) hereunder, the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares, whether fully paid or not.

(b) For such time as the Company has more than one Member no share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(c) Any Member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor), at the price save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called "the Certificate of Value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the Certificate of Value.

(d) If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the Certificate of Value, furnish a copy thereof to the vendor. The cost of obtaining the Certificate of Value shall be borne by the Company.

(e) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the Certificate of Value) the Company shall forthwith by notice in writing (hereinafter called "the offer notice") inform each Member (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as shall be specified in such application.

(f) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by the applicant Member as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant 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.

(g) The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

(h) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on behalf of the vendor, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.

(i) Subject to paragraph 6(a) the pre-emption provisions in paragraphs 6(b) to 6(h) may be waived with the prior consent in writing of all the Members of the Company for the time being.

(j) During the 6 months following the expiry of the period of 21 days referred to in paragraph (f) of this Article the vendor shall be at liberty, subject nevertheless to the provisions of paragraph (a) of this Article, to transfer to any person and at any price (not being less than the price fixed under paragraph (c) of this Article) any of the said shares not allocated by the Directors as aforesaid.

GENERAL MEETINGS AND RESOLUTIONS

7. In Regulation 46 sub-clause (b) of Table A 'one Member' shall be substituted for the words 'two Members'.

8. Regulation 40 of Table A shall be read and construed as if the words 'at the time when the Meeting proceeds to business' were added at the end of the first sentence.

9. The Directors may specify in respect of any meeting of the Members in the notice convening the meeting that duly executed instruments of proxy and forms of appointment permitted under Section 375 of the Act may be deposited at the Registered Office of the Company or at such other place as may be specified in the notice convening the meeting or sent by facsimile at any time before the time appointed for the meeting and in such circumstances Regulations 56 and 62 of Table A shall be construed accordingly.

VOTES OF MEMBERS

10. In Regulation 54 of Table A the words 'or by Proxy' shall be inserted after the word 'person'.

SINGLE MEMBER STATUS

11.(a) For such time (if any) as the Company is a Single Member Company and notwithstanding any provisions to the contrary in these Articles of Association, the Company shall be permitted to function with one Member and these Articles shall be interpreted accordingly.

(b) Pursuant to the provisions of Section 370A of the Companies Act 1985 as inserted by the Companies (Single Member Private Limited Companies) Regulations 1992, one Member present in person or by proxy shall constitute a quorum at General Meetings for such time that the Company is a Single Member Company.

DIRECTORS

12. Unless the Company in General Meeting determines otherwise, there shall be no maximum number of Directors; the minimum number of Directors shall be one.

13. In addition to the provisions of Regulations 65 to 69 of Table A an appointment of an alternate Director may also be revoked at any time by a resolution of the Directors or by an Ordinary Resolution of the Company in General Meeting.

14. The last two sentences of Regulation 79 of Table A shall not apply to the Company.

15. The Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

16. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Regulation 81 of Table A shall be modified accordingly.

17. In addition to the aforesaid and for as long as a majority of the equity share capital of the Company is beneficially owned by another body corporate or a majority shareholder, the Directors of the Company or any of them may at any time or from time to time be appointed and removed by that body corporate or majority shareholder by a notice in writing signed by the majority shareholder or an authorised officer of that body corporate on its behalf and left at or sent to the Registered Office of the Company. Such appointment or removal shall take effect forthwith upon delivery of the notice to the Registered Office of the Company or on such later date (if any) as may be specified therein.

18. Notice of any meeting of the Directors may be given by telephone and Regulation 88 of Table A shall be construed accordingly.

19. The following sentence shall be added to Regulation 89 of Table A:-

"Any Director or alternate Director who attends a meeting of the Directors by telephone or other conference facility shall be deemed to be personally present at such meeting for all purposes of the Articles and shall be counted in the quorum accordingly."

20. In the event that only one Director holds office such sole Director shall have authority to exercise all powers which are provided by the Regulations of Table A or these Articles.

21. In the event that, as a result of the death of a sole Director who is also the sole Member, the Company has no Members and no Directors, the personal representative(s) of such deceased Member may by notice in writing appoint a person to be Director of the Company. Such appointment shall be as effective as if made by any other means allowed for the appointment of Directors under these Articles.

22. Subject to the provisions of Section 317 of the Act a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, and may be counted in the quorum of any meeting at which any such matter is considered. Regulations 94 and 95 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

23. The Directors may at their own discretion and upon such terms in all respects as they think fit raise or borrow money for the purpose of the Company's business and may mortgage or charge the whole or any part of the assets and property of the Company (present or future) including its uncalled or unissued capital, and may, subject to the provisions of Section 80 of the Act, issue debentures, debenture stock, mortgages or other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

INDEMNITY

24. (a) Every Director or other Officer or Auditor of the Company shall 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 judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other Officer or Auditor 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 insofar as its provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain for any Director, Officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.

FIRST DIRECTOR AND SECRETARY

25. The first Director and Secretary of the Company shall be the persons named as such in the statement delivered under Section 10 of the Act.

Names and address of subscribers

Sarah Jane Cruickshank
Flat 3, 134 Church Road
London
SE19 2NT

Sarah Cruickshank

Matthew Russell Aucott
41 Park Mount
Harpenden
Hertfordshire
AL5 3AS

[Signature]

Dated the 30th day of April, 2001

WITNESS to the above signatures:-

A - Pawles
Crwys House
33 Crwys Road
Cardiff CF2 4YF

A. Pawles

Formations Division