

Company Number: SC255675

COMPANIES ACTS 1985 - 1989

PRIVATE COMPANY LIMITED BY SHARES

CALA LAND INVESTMENTS (BEARSDEN) LIMITED

ARTICLES OF ASSOCIATION

Adopted on 27 November 2003

(as amended by special resolution passed
on 21 December 2009)

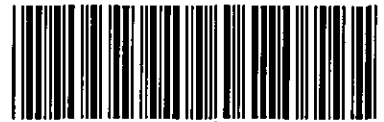
1. TABLE A

- 1.1. The regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") apart from regulations 17, 24, 26, 39, 40, 41, 50, 54, 64, 65, 73-80, 81(e), 86, 88, 91, 94-98 and 101 apply to the Company except insofar as they are inconsistent with these Articles.
- 1.2. A reference to a regulation of a particular number is to the regulation of that number in Table A.

2. SHARE CAPITAL

- 2.1. ~~The authorised share capital at the date of adoption of these Articles is £4 divided into 3 A shares of £1 each ("A Shares") and 1 B share of £1 ("B Share"). The A Shares and the B Shares constitute different classes of shares but, except as expressly provided in these Articles, rank *pari passu* in all respects.~~
- 2.2. ~~Subject to any contrary direction given by the Company in general meeting and to the provisions of the Act and of these Articles, the directors are authorised for the purposes of section 80 of the Act to create, allot, deal with or dispose of shares in the capital of the Company and the maximum amount of shares to be allotted in pursuance of such authority shall be £4 in nominal value of such shares to such persons and on such terms as they think fit. The authority given to the directors shall expire five years from the date of adoption of these Articles but the directors may allot or dispose of shares after the expiry in pursuance of an offer or agreement made by the Company before the expiry.~~
- 2.3. ~~Pursuant to section 95(1) of the Companies Act 1985, section 89(1) of that Act shall not apply to the allotment of equity securities (within the meaning of section 94 of that Act) up to a nominal amount of £4 in the capital of the Company.~~
- 2.4. No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every holder of A Shares for the time being and every holder of B Shares for the time being has consented in writing to that allotment and its terms and to the allottee. No A Share nor any right to subscribe for or convert any security into an A share shall be allotted otherwise than to the holder of an A Share and no B Share nor any

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right to subscribe for or convert any security into a B Share shall be allotted otherwise than to the holder of a B Share.

3. RETURN OF CAPITAL

On a return of assets on liquidation or reduction of capital or otherwise the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the A Shares and the B Shares (pari passu as if the same constituted one class of shares) in proportion to the number of fully paid up A Shares and B Shares held by them respectively.

4. VARIATION OF RIGHTS

The rights attached to any class (unless otherwise provided by the terms of the issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths in number of the issued shares of that class. Any of the following shall be deemed to constitute a variation of the rights attached to the A shares and the B shares as a class, and shall not be proposed at any general meeting nor carried into effect without the consent or sanction to a variation of the rights attached to each of such classes of shares referred to in this article:

- (a) any alteration in the memorandum or articles of association of the Company; or
- (b) any increase or reduction or other alteration in the authorised or issued-share capital of the Company or any of the rights attaching to any share capital; or
- (c) any resolution to put the Company into winding up.

5. SEAL

The Company shall not adopt a common seal and accordingly the words "be sealed with the seal and shall" shall be deleted from the second sentence of regulation 6.

6. LIEN

The lien conferred by regulation 8 attaches to all shares, whether fully paid or not, registered in the name of a person indebted or under liability to the Company, whether he is the holder of the shares or one of two or more joint holders, and to all distributions and other moneys and property attributable to them. The lien shall be for all sums presently payable to the Company by him or his estate and regulation 8 is modified accordingly.

7. TRANSFER OF SHARES

- 7.1. No share (or any interest in a share) may be transferred or disposed of otherwise than with the prior written consent of the holder or holders of the A Shares ("the A Shareholder") and the holder or holders of the B Shares ("the

B Shareholder"), and the Directors shall not register the transfer of any Share unless such transfer or disposal is so made in accordance with such prior written agreement of the A Shareholder and the B Shareholder provided that nothing in this Article shall preclude all (but not some only) of the Shares held by a member of a Shareholder's Group being transferred to another member of that Shareholder's Group provided further that:

- 7.1.1. prior to such transfer, the proposed transferee executes such deed of adherence as is required by the other shareholders in relation to any shareholders agreement then in force; and
 - 7.1.2. if such transferee at any time ceases to be a member of the Group of the original Shareholder from which it, directly or indirectly, acquired the Shares, it shall forthwith transfer all of the shares in the Company which it holds at that time to another member of that Group; and
 - 7.1.3. the transferring Shareholder (or, if there is a holding company of which the transferring Shareholder is a wholly owned subsidiary, that holding company) shall guarantee to all the other shareholders the due and proper performance by any transferee of Shares of its obligations under the Articles or such shareholders agreement.
- 7.2. The directors may refuse to register a transfer unless it is lodged at the office or at such other place as the directors appoint and is accompanied by the certificate for the shares to which it relates and it is in favour of not more than four transferees but shall otherwise register a transfer made in accordance with Article 6.
- 7.3. If any share of any class is transferred pursuant to any of the provisions of these articles to a member holding shares of a different class, such shares shall as on and from the time of registration of the transfer of that share in the register of members of the Company be immediately redesignated as a share of the same class as those already held by that member.
- 7.4. Regulation 25 is amended by replacing "two months" with "fourteen days".
- 8. NOTICE OF GENERAL MEETINGS**
- 8.1. Regulation 37 is amended by replacing "eight weeks" with "four weeks".
- 8.2. The first sentence of regulation 38 is amended by deleting "or a resolution appointing a person as a director".
- 8.3. Notices of meetings need not be given to the directors as such and regulation 38 is modified accordingly.
- 8.4. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a member.

9. PROCEEDINGS AT GENERAL MEETINGS

- 9.1. No business shall be transacted at a general meeting unless a quorum is present. The quorum is one A Shareholder and one B Shareholder, present in person or by proxy or by duly authorised corporate representative.
- 9.2. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time or as otherwise agreed by the Shareholders and each member shall be notified by the Company by facsimile transmission or by any other form of notice in writing of the date, time and place of the adjourned meeting and the quorum at any adjourned meeting shall be the A Shareholder.
- 9.3. Paragraph (b) in regulation 46 is replaced with "by any member having the right to vote at the meeting"; and paragraphs (c) and (d) are deleted.

10. APPOINTMENT AND REMOVAL OF DIRECTORS

- 10.1. The holders of a majority of the A Shares shall have the right to appoint two directors (each such director being termed an "A Director") and to remove any director nominated by them and the holder of the B Share shall have the right to appoint one director (such director being termed the "B Director") and to remove any director nominated by them, in each case by giving notice in writing (signed by a director or the secretary of the member lodging the notice) to the Secretary of the Company at its registered office or at a meeting of the Directors.
- 10.2. The appointment of a director pursuant to Article 10.1 by the holders of one class of shares shall be subject to the approval (such approval not to be unreasonably withheld or delayed) of the holders of the other class of shares unless the director so appointed is an employee of the appointors or of any company in the same group of companies as the appointor in which case no such approval is required. If any director so appointed ceases to be an employee of the appointor or of any company in the same group of companies as the appointor his office as director shall immediately be vacated.
- 10.3. An appointment or removal of a director under article 10.1 is effected by a notice, given to the Company by being sent to or left at its registered office.
- 10.4. The directors are not subject to retirement by rotation. The last sentence of regulation 84 is accordingly deleted.
- 10.5. A person is not disqualified from being a director by having attained any particular age.

11. ALTERNATE DIRECTORS

- 11.1. A director (other than an alternate director) may appoint as his alternate any person who is approved for that purpose by both the holders of a majority of the shares of the class by the holders of which he was appointed and the

holders of a majority of the shares of the other class (which approval must not be unreasonably withheld or delayed) and may terminate the appointment. An alternate director shall be entitled to receive notice of all meetings of the directors whether he is present in the United Kingdom or not and the last sentence of regulation 66 accordingly does not apply. In the absence of the director appointing him, an alternate director shall (in addition to any voting rights to which he is entitled if he is also a director) be entitled to the same voting rights as his appointor and shall be treated as if he were appointed by the holders of the same class of shares as the shares held by the persons who appointed his appointor.

- 11.2. An alternate director ceases to be an alternate for his appointor when his appointor ceases to be a director.
- 11.3. Regulation 68 is amended by adding after "by notice to the Company signed by the director making or revoking the appointment" the words "and delivered to the office or tendered at a meeting of the directors".

12. DIRECTORS' APPOINTMENTS AND INTERESTS

Regulation 85 is amended by deleting "and provided that he has disclosed to the directors the nature and extent of any material interest of his".

13. PROCEEDINGS OF DIRECTORS

- 13.1. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.
- 13.2. A director may, and the secretary at the request of a director shall, call a meeting of the directors.
- 13.3. Prior to the allotment of the B Shares the quorum for the transaction of the business of the directors is two directors. After the allotment of the B Share, subject to paragraph 13.7, the quorum for the transaction of the business of the directors is two directors, being one A Director and one B Director.
- 13.4. If within half an hour from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place (or as otherwise agreed by the Shareholders). Each Director not present at the meeting shall immediately following such adjournment be notified by either or both of the Shareholders by telex or facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting. The quorum at any board meeting adjourned in accordance with this Article shall be any two directors.
- 13.5. All business arising at any Board Meeting shall be determined by resolution passed by a majority of votes of the directors present. Each director shall have one vote at any meeting of the Board. Without prejudice to the quorum requirements set out in Article 13.3, in the event that any A Director is not in attendance at a meeting of the Board the voting rights of the absent A Director shall be exercised by the A Director present at such meeting in addition to the voting rights which the A Director present has.

- 13.6. If it appears that any shareholder of B Shares (in whatever capacity) is in breach of any obligation which it owes to the Company or has misapplied or retained or become liable or accountable for any money or property of the Company, or has been guilty of any misfeasance or breach of trust in relation to the Company then it is agreed that the conduct of the prosecution of any right of action of the Company shall be passed to the A Directors who shall have full authority on behalf of the Company to negotiate, litigate and settle any resultant claim. Full authority will also be passed to the A Directors for the defence of any action or claim brought or made by the holder of B Shares or any members of its group against the Company, including authority to negotiate, litigate and settle such action or claim. No B Director shall be required to be present to make a quorum of the Board for that part of a meeting at which a decision is made in relation to any of such matters referred to in this paragraph. The provisions of this paragraph shall apply *mutatis mutandis* in relation to any such default by any holder of A Shares and the conduct of any claim or the prosecution of any right of action by the B Director or the defence of any claim against the Company by a holder of A Shares or any member of its group.
- 13.7. The chairman of the meeting, shall not have a second or casting vote either at meetings of the directors or meetings of the shareholders.
- 13.8. Not less than 7 days' notice of meetings of directors and of committees of the directors shall be given to each of the directors or the members of the committee at his address given for that purpose, whether in the United Kingdom or elsewhere and whether he is present in the United Kingdom or not.
- 13.9. The notice of a meeting of the directors or of a committee of the directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. The agenda shall include any item which a director requests the secretary to include in it. No other business shall be discussed at the meeting unless all the directors present otherwise agree. At an adjourned meeting, only business which was specified in the agenda for the original meeting and remains unfinished shall be discussed.
- 13.10. A director may participate in a meeting of the directors or of a committee of which he is a member by conference telephone or similar communications equipment by means of which all the persons participating in the meeting can hear each other at the same time. Participation in a meeting in this manner is treated as presence in person at the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled and where there is no such group, where the chairman of the meeting then is.
- 13.11. A director may vote at a meeting of the directors or of a committee on a resolution which concerns or relates to a matter in which he has, directly or indirectly an interest but he remains obliged in any event to declare his interest in accordance with section 317 of the Act.

14. MINUTES

Regulation 100 is amended by replacing paragraphs (a) and (b) with "of proceedings of general meetings and meetings of the directors".

15. ACCOUNTS

Regulation 109 is amended by replacing "No member shall (as such) have any right of inspecting any accounting records" with "A member shall be entitled, on giving reasonable notice, to inspect during business hours any accounting records".

16. NOTICES

16.1. A notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile transmission or by e-mail. A notice given by facsimile transmission is deemed to have been given at the time that it is transmitted to the person to whom it is addressed. If sent by e-mail the notice shall be deemed to have been received on the date stipulated on the certificate obtained from the sender's computer system confirming that the e-mail was sent to the correct e-mail address, provided always that where said certificate indicates the e-mail was sent after 5.00pm local time, the e-mail will be deemed to have been received on the first Business Day after the date appearing on the certificate. Regulations 111 and 113 are amended accordingly.

16.2. A member whose registered address is not within the United Kingdom may give to the Company an address either within the United Kingdom or elsewhere at which notice may be given to him and he shall be entitled to have notices given to him at that address. Regulation 112 is amended accordingly.

17. INDEMNITY

Regulation 118 is amended:

- (a) by adding after "shall be indemnified out of the assets of the company" the words "against losses and liabilities which he incurs, otherwise than as a result of his own negligence or default, in connection with the performance of his duties as such and"; and
- (b) by adding after "in which judgment is given in his favour" the words "or where the proceedings are withdrawn or settled on terms which do not include a finding or admission of a material breach of duty by him".

18. Notwithstanding anything contained in these Articles,

- (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
- (b) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be:

- (i) executed by a bank or institution to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;
- (ii) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (iii) to any such bank or institution (or to its nominee) pursuant to any such security.

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.

19. Notwithstanding anything contained in these Articles, any voting rights in respect of shares pledged to any third party may only be exercised by the third party pledgee (or its nominee) in accordance with the directions of the grantor of the pledge until an event of default or other enforcement event (as set out in that share pledge) has occurred pursuant to the term of the relevant share pledge."

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

PACIFIC SHELF 1246 LIMITED

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1. The Company's name is "PACIFIC SHELF 1246 LIMITED"
 2. The Company's registered office is to be situated in Scotland.
 3. The Company's objects are:-

3.1 (a) to carry on for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in all or any of its branches any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complementary thereto;

(b) to promote the interests of any company which is for the time being a subsidiary, holding company or subsidiary of any holding company of the Company or any undertaking which is for the time being a subsidiary undertaking of the Company or of any holding company of the Company in any manner whatever and, in particular, by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company or undertaking as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such company or undertaking as aforesaid shall be an object and not a power of the Company;

3.2 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind;

3.3 to purchase, feu, take on lease, hire or otherwise acquire, and to sell, let or otherwise dispose of in whole or in part, any lands, interests in lands, buildings, plant and machinery, stock-in-trade, business concerns and any other heritable or moveable, real or personal property and to construct, alter, demolish, manage and maintain any of the foregoing;

3.4 to borrow or raise money or accept money on deposit and to secure the payment of money or the observance of obligations in such manner as the Directors shall think fit and for such purposes as to mortgage or otherwise charge in any manner whatsoever permitted in any jurisdiction in which the Company has assets or carries on business and in particular by way of fixed charge or floating charge over the whole or part of the undertaking and all or any of the property and assets (both present and future), and the uncalled capital of the Company and to create, issue and accept securities;

3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and other financial instruments;

3.6 to lend or advance money or give credit to such persons and companies and on such terms (including as to security) as may be thought fit and to deposit money with any bank, deposit taker or other financial organisation;

3.7 to guarantee and/or give security for the payment of money by, or the performance of contracts and obligations by, or the payment or repayment of principal, interest, dividends and premiums on, and any other monies due in respect of, securities or obligations by, the Company or by any other person or company, including any company which shall at the time be the holding company of the Company or another subsidiary of such holding company or a subsidiary of the Company and any undertaking which shall at the time be a subsidiary undertaking of the Company or of any holding company of the Company or of any subsidiary of the Company or any holding company of the Company notwithstanding the fact that the Company may not receive any consideration or benefit from entering into any such guarantee or security;

3.8 to invest and deal with the funds of the Company not immediately required in such investments or securities and in such manner as may from time to time be determined by the Directors;

3.9 to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to deal with and dispose of the same;

3.10 to acquire and hold all or any part of the undertaking, property, business or assets of any person or company, to undertake, whether as part of the consideration for such acquisition or otherwise, all or any of the liabilities of such person or company and to deal with and dispose of all or any of the foregoing as the Directors may consider appropriate;

3.11 to amalgamate or enter into partnership or joint venture or profit and/or loss sharing arrangement with any person or company;

3.12 to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect,

prolong, renew, experiment upon, test and improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, copyright, moral rights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon;

3.13 to insure against losses, damages, risks and liabilities of all kinds which may affect the Company and to purchase and maintain for any officer of the Company or the auditors of the Company insurance against any liability as is mentioned in section 310 of the Companies Act 1985;

3.14 to issue and allot securities of the Company for cash or in payment or part payment for any property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount or for any other purpose;

3.15 to pay out of funds of the Company all expenses which the Company may lawfully pay of, or incidental to, the formation and registration of or the raising of money for the Company or the issue of any securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of its securities, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities or rights of the Company;

3.16 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Directors of the Company consider have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company (including the Company) and including the provision of financial assistance as described in section 153(4)(b) and (bb) of the Companies Act 1985) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, education, social, public, general use object;

3.17 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;

3.18 to promote or establish or concur in promoting or establishing any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company or carrying on any business or operations which the Company is authorised to carry on or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company and to acquire and hold as investments of the Company or otherwise deal with as may be considered fit any securities of any such company;

3.19 to sell or otherwise dispose of the whole or any part of the undertaking, property and assets of the Company either together or in portions;

3.20 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;

3.21 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, sub-contractors, trustees, subsidiaries or otherwise;

3.22 to carry on any other activity and do anything of any nature which may seem to the Directors capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company;

3.23 to exercise all powers which would be available to the Company under section 3A of the Companies Act 1985 if its object was to carry on business as a general commercial company;

3.24 to do all such things as in the opinion of the Directors are or may be incidental or conducive to the above objects or any of them;

And it is hereby declared that for the purposes of this Clause:

(a) the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;

(b) "Directors" shall mean the directors of the Company from time to time;

(c) "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;

(d) "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;

(e) "and" and "or" shall mean "and/or";

(f) "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is not possible;

(g) words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa; and

(h) the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the members is limited.

5. ~~The Company's share capital is £1000 divided into 1000 Shares of £1 each.~~

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of Subscriber taken	Number of shares by the Subscriber
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1	For and on behalf of Jordans (Scotland) Limited 24 Great King Street EDINBURGH EH3 6QN	- One
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Total shares taken	- 1
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Dated 09/09/2003