

No. 168554

THE COMPANIES ACTS 1985 and 1989

**PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

PATHS FOR ALL PARTNERSHIP

Incorporated on 19th September 1996

**(As amended by written resolution of the sole member dated 24/9/96,
special resolution dated 4/11/96,
written resolution dated 29/11/96, and special resolutions dated 3/9/97,
5/12/97, 31/10/01, 30/10/02, 13/4/05, 26/10/06, 22/10/08 and 2/2/11)**

THE COMPANIES ACT 1985

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
of
PATHS FOR ALL PARTNERSHIP**

1. The name of the Company is Paths for All Partnership.
2. The Registered Office of the Company is to be situated in Scotland.
3. The objects for which the Company is established are:-
 - a) to advance, encourage and facilitate the creation, improvement, management, promotion and use by everyone of paths and other routes on land and water for recreation, everyday journeys and physical activity; and in so doing advance health and well-being, environmental improvement, heritage, community development, sustainable transport and economic development.
 - b) to advance, encourage and facilitate the creation, improvement, management, promotion and use by everyone of paths and other routes for public amenity, recreation, everyday journeys and physical activity within the vicinity of a landfill site in order to comply with Entrust's requirements for enrolment as an Environmental Body.
4. In furtherance of its objects the Company shall have the following powers:-
 - a) to employ and remunerate such staff as are necessary for the Company to fulfil its objects and to engage appropriate consultants and contractors to assist in fulfilling its objects;
 - b) to accept subscriptions, grants, donations, gifts, legacies, and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
 - c) to enter into arrangements or agreements with any person or organisation, whether incorporated or otherwise, including any governmental authority, which may be advantageous for the purposes of the activities of the Company;
 - d) to enter into arrangements for co-operation or mutual assistance with any person or organisation, whether incorporated or unincorporated, including any governmental authority, for the purpose of acquiring any of the property or furthering any of the objects of the Company;
 - e) to publicise and promote its objects amongst, and to influence the policies and programmes of, all relevant and interested bodies, in order to secure a higher profile and priority for its objects;

- f) to advance, promote, encourage, co-ordinate and facilitate the participation of persons and organisations, whether incorporated or unincorporated, and the creation of local partnerships, in fulfilling the objects of the Company;
- g) to secure extra funds for the creation, management and promotion of local path networks and related schemes by supporting and assisting applications for project funding made to National Lottery, European and other funding bodies and by securing business sponsorship;
- h) to develop and provide advice, guidance, training and technical support, solely or in conjunction with others, relevant to the objects of the Company;
- i) to publish any newspapers, periodicals, books, leaflets, pamphlets or other publications which the Company may consider desirable for the promotion of any of its objects;
- j) to commission or support surveys, studies, trials and demonstration projects relevant to the objects of the Company;
- k) to purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business;
- l) to enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation of any kind with any person, company, community group, governmental arm or agency or any other organisation, whether incorporated or unincorporated, carrying on or proposing to carry on any business or activity within the objects of the Company;
- m) to buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company;
- n) to promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof, or take shares therein, or lend money thereto upon debentures or otherwise;
- o) to apply for and otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to work out, devise, develop, test, demonstrate, improve and perfect any such process or invention, and to use,

exercise, develop, grant licences in respect of, or otherwise turn to account any such inventions, processes, brevets d'invention, licences, concessions and the like, and the property, rights and information so acquired;

- p) to lend money to such persons, upon such terms and subject to such conditions as may be desirable;
- q) to borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the granting of bonds, charges and rights in security and by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, and to re-issue any debentures at any time paid off;
- r) to draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents;
- s) to pay out of the funds of the Company all expenses which the Company may lawfully pay relating or incidental to the formation, registration and advertising of or raising money for the Company;
- t) to establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or to procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid;
- u) to remunerate any person or company rendering services to the Company by cash payment;
- v) to constitute charitable trusts for any particular purpose of the Company and to act as trustee of any such trust, whether constituted by the Company or otherwise;
- w) to do all such other things as are incidental or conducive to the attainment of the above objects, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

AND IT IS HEREBY DECLARED THAT:-

- (i) The word “company” in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body or persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere;
 - (ii) In this clause, words denoting the singular number only shall include the plural and vice versa.
 - (iii) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall not be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
5. (a) The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association.
- (b) No portion of the income or property shall be paid or transferred, directly or indirectly, to the Members of the Company by any means whatsoever by way of profit.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required but not to exceed ONE POUND (£1.00) STERLING to the assets of the Company if it should be wound-up while they are a member or within one year after they cease to be a member, for payment of the debts and liabilities of the Company contracted before they cease to be a member, and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributions amongst themselves.
8. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property of the Company, the same shall not be paid or distributed among the Members of the Company but shall be given or transferred to some other organisation, or organisations whether incorporated or unincorporated, having charitable objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and the property amongst its or their members, such to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the foregoing provisions then to some other charitable object.

“organisation” shall mean a body on the Scottish Charities Register which is also regarded as a charity in relation to the application of the Taxes Acts.

“charitable object” shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

WE, the subscriber of this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Name and Address of Subscriber

Scottish Natural Heritage
12 Hope Terrace
EDINBURGH
EH9 2AS

Magnus Magnusson

AUTHORISED SIGNATORY

Dated 18.9.1996

WITNESS to the above signature:-

Marion Whitelaw

Marion Brunton Whitelaw
12 Hope Terrace
Edinburgh EH9 2AS

**REGULATIONS FOR MANAGEMENT
OF A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
PATHS FOR ALL PARTNERSHIP**

INTERPRETATION

1. In these regulations:-

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

“the articles” means the articles of the Company.

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“the Company” means Paths for All Partnership

“company” except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere;

“executed” includes any mode of execution.

“Founder Members” means British Horse Society, Convention of Scottish Local Authorities, Cyclists’ Touring Club Scotland, Health Education Board for Scotland, Highlands and Islands Enterprise, National Farmers’ Union of Scotland, Ramblers’ Association Scotland, Scottish Community Education Council, Scottish Natural Heritage, Scottish Landowners’ Federation, Scottish Sports Council, Scottish Tourist Board, The Forestry Commission and such other bodies or persons as are admitted to membership prior to the first annual general meeting of the Company.

“month” means calendar month.

“office” means the registered office of the Company.

“the seal” means the common seal of the Company.

“secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

“the United Kingdom” means Great Britain and Northern Ireland.

Words denoting the singular number only shall include the plural and vice versa, words importing the masculine gender only shall include the feminine gender and unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles became binding on the Company.

The Company is a private company limited by guarantee within the meaning of Section (2)(b) of the Act in accordance with and subject to the provisions of the Act and of the Memorandum of Association of the Company. The Regulations set out in Tables A and C of the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) are expressly excluded from applying to the Company. The Company is a charity for the purposes of the Charities and Trustee Investment (Scotland) Act 2005.

MEMBERS

2. The subscribers to the Memorandum of Association of the Company, the Founder Members, and such other bodies or persons as are admitted to membership in accordance with the Articles shall be members of the Company. No body or person shall be admitted a member of the Company unless he is approved by the directors. Every body or person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him.
3. A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death or dissolution, as the case may be.

GENERAL MEETINGS

4. All general meetings other than annual general meetings shall be called extraordinary general meetings.
5. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed –
 - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all the members and to the directors and auditors.

7. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

8. No business shall be transacted at any meeting unless a quorum is present. Eight persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
9. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
10. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
11. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
12. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
13. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the

adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

14. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded –
 - (a) by the chairman; or
 - (b) by at least two members having the right to vote at the meeting; or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

15. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
16. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
17. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
18. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
19. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
20. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
21. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly

convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

- 22(a) Subject to Article 22 (b), on a show of hands every member who (being an individual) is present in person or (being a corporation or an unincorporated association) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member present in person or by proxy shall have one vote.
- 22(b) The Convention of Scottish Local Authorities, one of the Founder Members, shall have the right to appoint two duly authorised representatives to attend and to vote at general meetings, for as long as it remains a member of the Company. Each of such duly authorised representatives, not being himself a member entitled to vote, shall have one vote on a show of hands and also one vote on a poll.
23. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
24. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
25. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) –
- “Paths for All Partnership
I/We \neg , of
 \neg , being a member/members of the above-named Company, hereby appoint \neg of \neg , or failing him \neg of \neg , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on \neg 19 \neg , and at any adjournment thereof.
Signed on \neg 19 \neg ”.
26. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) – [form or a form as near thereto as circumstances admit -]

“Paths for All Partnership

I/We \neg , of \neg , being a member/members of the above-named Company, hereby appoint \neg of \neg , or failing him \neg of \neg , as my/our proxy to vote in my/our names[s] and on my/our behalf at the annual/extraordinary general meeting of the Company, to be held on \neg 19 \neg , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for*against

Resolution No. 2 *for*against

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this \neg day of \neg 19 \neg .”

27. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:-
- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than forty-eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

28. A vote given or poll demanded by proxy or by the duly authorised representative of a company shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF DIRECTORS

29. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be more than eleven nor less than two.

POWERS OF DIRECTORS

30. Subject to the provision of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
31. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

32. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

33. The directors of the Company shall have the right to appoint an individual to be the President of the Company. Such appointment shall be an honorary appointment, and for the avoidance of doubt the President shall not be a director of the Company.
34. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one director who is subject to retirement by rotation, he shall retire.
35. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
36. If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.
37. No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless –

- (a) he is recommended by the directors; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
38. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors.
39. Subject as aforesaid, 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 and may also determine the rotation in which any additional directors are to retire.
40. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
41. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

42. The office of a director shall be vacated if –
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is, or may be, suffering from mental disorder and either –
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the company;
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- (f) he ceases to be a charity trustee as defined in Section 106 of the Charities and Trustee Investment (Scotland) Act 2005 by virtue of any provision of said last mentioned Act or becomes disqualified from acting as a charity trustee in terms of Section 69 of said last mentioned Act; or
- (g) he does or omits to do anything contrary to the principles of good governance as required by common law or said legislation.

DIRECTORS' EXPENSES

43. The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS

44. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.

PROCEEDINGS OF DIRECTORS

45. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a

meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

46. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be five. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
47. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
48. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove any chairman from that office whether appointed by them or not. Unless he is unwilling to do so, the director appointed as chairman shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
49. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
50. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
51. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company, or conflicts with the principles of good governance required by the Act or the Charities and Trustee Investment (Scotland) Act 2005 or the common law, unless his interest or duty arises only because the case falls within one or more of the following paragraphs -
 - (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
 - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;
- (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 52. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 53. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 54. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any other company in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 55. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

SECRETARY

- 56. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

- 57. The directors shall cause minutes to be made in books kept for the purpose –
 - (a) of all appointments of officers made by the directors; and
 - (b) of all proceedings at meetings of the company and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

THE SEAL

58. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

ACCOUNTS

59. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

NOTICES

60. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
61. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
62. A member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
63. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

INDEMNITY

64. Subject to the provisions of the Act and the Charities and Trustee Investment (Scotland) Act 2005, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the company against 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

WINDING UP

65. Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

Name and Address of Subscriber

Scottish Natural Heritage
12 Hope Terrace
Edinburgh
EH9 2AS

Magnus Magnusson

Authorised Signatory

Dated 18.9.96

Witness to the above signature:-

Marion Whitelaw

Marion Brunton Whitelaw
12 Hope Terrace
Edinburgh EH9 2AS