

The Companies Act 2006

Company No.: 227929

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

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

ANAGACH WOODS TRUST

Anderson MacArthur & Co
Solicitors
Old Bank of Scotland Buildings
Stornoway
Isle of Lewis

Tel : 01851 703356

Date of Incorporation: 11 February 2002

The Companies Act 2006

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

MEMORANDUM of ASSOCIATION

of

ANAGACH WOODS TRUST

As amended by Special Resolution passed ...7.December.2009.....

1. The name of the Company (hereinafter called "the Company") is Anagach Woods Trust.
2. The Registered Office of the Company will be situated in Scotland.
3. The Company has been formed to benefit the community of Grantown-on-Spey as defined by the postcode units listed in Appendix 1 ("**the Community**"), with the Purposes listed hereto ("**the Purposes**").
 - 3.1 The Purposes are to be exercised following the principles of sustainable development (where sustainable development means development which meets the needs of the present without compromising the ability of future generations to meet their own needs), namely:
 - a) To manage community land and associated assets for the benefit of the Community and the public in general, with a particular emphasis, but not exclusively, on the conservation of Scotland's natural heritage and the conservation, restoration and improvement of woodlands in and around Grantown on Spey;
 - b) To advance the education of the public generally but particularly the education of young people within the Community concerning the local wildlife, conservation and preservation of the natural and cultural heritage of the area;
 - c) To provide, or assist in providing, recreational facilities, and/or organising recreational activities, which will be available to members of the Community and public at large with the object of improving the conditions of life of the Community;
 - d) To promote, establish and operate other schemes of a charitable nature for the benefit of the Community.

3.2 In furtherance of the above objects but not otherwise the Company shall have power:

General

- a) to advise in relation to the organisation, support, monitoring and/or conducting of schemes, projects and programmes of all kinds directed towards the restoration and development of the physical environment of the Community with a view to the creation of woodland walks and other public paths, wildlife reserves, heritage trails, visitor/heritage/information centres (incorporating refreshment facilities) and/or other educational or recreational facilities.

Education

- b) to advise in relation to, preparing, organising and/or conducting educational and training courses, programmes, presentations, exhibitions and lectures of all kinds and to carry out all such other functions in the field of training and education as the directors may reasonably deem appropriate;

Property

- c) to register an interest in land and to exercise the right to buy under Part 2 the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force ("**the Land Reform Act**");
- d) to purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property;
- e) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property rights of the Company;

- f) to sell or otherwise dispose of the whole or any part of the property of the Company either together or in portions for such considerations as the Company may think fit and in particular for shares, debentures or securities of any company purchasing the same;

Funding and Financial

- g) to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- h) to lend and advance money or give credit on any terms and with or without security to any person, firm or 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;
- i) to borrow and raise money in any manner and to secure the payment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- j) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange or promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- k) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any Government or authority, municipal, local or otherwise, in any part of the world;
- l) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest; to provide secretarial, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- m) to conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company and to solicit and accept subscriptions and donations of any kind and bequests for any of the purposes of the Company;
- n) to receive, allocate and administer grants, gifts or bequests made available to the Company for any or all of its objects whether from public funds or from private sources under the terms and conditions referable to such grants, gifts or bequests;

Development

- o) to apply for, promote and obtain any private Act of Parliament, order or licence of any government department or authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- p) to enter into any arrangements with any Government or authority that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- q) to promote any other company for the purpose of acquiring the whole or any part of the property, undertaking or any of the liabilities of the Company or of undertaking any operations which may appear likely to assist or benefit the Company or to enhance the value of any

property of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;

r) to act as agents or brokers and as trustees for any person, firm or company;

Employment

s) to retain or employ staff, professional or technical advisers in connection with the objects of the Company and to pay reasonable and proper salaries, wages and fees for their services; t) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company to pay the same;

u) subject to Clause 4 hereof to grant or make provision for pensions, life assurance, health and retirement benefit to or for employees or former employees and to the widows, widowers, children and other dependants of deceased employees and to pay or subscribe to funds or schemes for the provision of such pensions and other benefits for such persons;

Ancillary

v) to subscribe to become a member of, or amalgamate or co-operate with, any other charitable organisation, institution, society or body not formed or established for the purposes of profit (whether incorporated or not) in the United Kingdom whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits or restricts the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;

w) to establish and support or aid in the establishment and support of any charitable trust, association or institution and to donate, subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company;

x) to publish pamphlets, books, journals and other publications relating to the work of the Company;

y) to do all such other things as may further the attainment of the Company's objects or any of them.

Provided that the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4. Constraints and Returns to Members

4.1 The income and property of the Company shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.

4.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in Clause 4.4.

4.3 No Director shall be appointed as a paid employee of the Company.

4.4 No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:

a) repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or

b) reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or

c) payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or

d) payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or

e) the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or

f) payment by way of any indemnity, where appropriate;
and in any such event the terms of Articles 39 - 41 shall specifically apply.

5. Limit of Liability

- a) The liability of the members is limited.
- b) Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00.

6. Dissolution

6.1 If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform Act) shall be given or transferred to such other community body or bodies or crofting community body or bodies as may be:

- a) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and
- (b) approved thereafter by the Scottish Ministers; under declaration that, if the Company is a charity at or before the time of its winding up, then the community body or bodies or crofting community body or bodies referred to above must also be a charity or charities.

6.2 If no such community body or crofting community body is determined by the Ordinary members and approved by the Scottish Ministers in terms of Clause 6.1, such property referred to in Clause 6.1 shall be transferred to the Scottish Ministers or to such charity or charities as the Scottish Ministers may direct.

6.3 In Clause 6.1, "community body" and "crofting community body" have the meanings ascribed to them respectively in Sections 34 and 71 of the Land Reform Act and "charity" has the meaning ascribed to it in Section 34(8) of the Land Reform Act.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers:

Stewart Macaulay MacDonald
Flat 5
21 Francis Street
Stornoway
Isle of Lewis
HS1 2ND

Derek Mackenzie
6 Jamieson Drive
Stornoway
Isle of Lewis
HS1 2TE

Dated: 7 February 2002

Witness to the above signatures:

Michael Ian Ferris

ARTICLES of ASSOCIATION of ANAGACH WOODS TRUST

As amended by Special Resolution passed7.December.2009.....

DEFINITIONS and INTRODUCTORY

1. No standard Table of Articles of Association are imported into or shall apply to the Company.
2. In the foregoing memorandum and in these Articles of Association, the following definitions apply throughout:

“**Act**” means the Companies Act 2006 as amended and every statutory modification and re enactment thereof for the time being in force.

“**AGM**” means an Annual General Meeting.

“**Article(s)**” means this or these Articles of Association.

“**Board**” means the Board of Directors.

“**Charities Act**” means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.

“**charity**” means a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.

“**Clear days**” means a period excluding the day when notice is given and the day of the meeting.

“**Community**” means the community area described in Clause 3 of the Memorandum.

“**Director(s)**” means the director(s) for the time being of the Company.

“**EGM**” means an Extraordinary General Meeting.

“**Memorandum**” means the foregoing Memorandum of Association.

“**Organisation**” means any unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).

“**Property**” means any property, assets or rights, heritable or moveable, wherever situated in the world.

“**Subscribers**” means those persons who have subscribed both the Memorandum and these Articles.

3. Words importing the singular number only shall include the plural number, and *vice versa*; and words importing the masculine gender only shall include the feminine gender.
4. The Company is established to achieve the Purposes set out in the Company’s Memorandum.

GENERAL STRUCTURE OF THE COMPANY

5. The structure of the Company comprises:

5.1 **Members** - comprising Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect people to serve as Directors and take decisions in relation to any changes to these Articles) and Associate

Members and Junior Members; and

- 5.2 **Directors** - who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.

MEMBERS

6. The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum and Articles of Association) and such other persons and organisations as are admitted to membership in terms of these Articles.

7. Membership of the Company is open to:

- 7.1 **Ordinary Members:** those individuals aged 18 and over who:

- (a) are ordinarily resident in the Community and;
- (b) are entitled to vote at a local government election in a polling district that includes the Community or part of it and;
- (c) who support the Purposes;

declaring that, if an Ordinary Member ceases to comply with any of these criteria, he or she will be obliged to inform the company and will thereafter be reclassified as an Associate Member, and that if the company becomes aware of this itself it will so reclassify the member; and

- 7.2 **Associate Members:** those individuals who are not ordinarily resident in the Community and those organisations wherever located that support the Purposes; and.

- 7.3 **Junior Members:** those individuals who are aged between 12 and 17 who support the Purposes.

- 7.4 Neither Junior Members or Associate Members are eligible to stand for election to the Board nor to vote at any General Meeting.

8. The following conditions apply to membership:

- 8.1 the Company shall have not fewer than 20 members at any time; and

- 8.2 the majority of the members of the Company shall consist of Ordinary Members; and

- 8.3 in the event that the number of members falls below 20 or that the majority of members of the Company does not consist of Ordinary Members, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and/or maintain the majority.

9. The Board shall promptly consider applications for membership, made in such written form as it shall prescribe from time to time, determining if the terms of Article 7 apply and into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of Article 8 or has previously been a member of the Company and continues to be excluded from membership by virtue of Article 15.

10. The Board shall maintain a Register of Members, setting out the name and postal address of each member, the relative category of membership and the date of the member's appointment and cessation.

MEMBERSHIP SUBSCRIPTIONS

11. The Ordinary Members may at any or each AGM fix the annual subscriptions (and, if relevant, different rates thereof for different categories).

12. fees for annual subscription shall not be fixed so that they are prohibitive to anyone from the Community and who are eligible for membership.

13. Members shall be required to pay the appropriate annual membership subscription, where fixed. Only those members who have paid their current subscription, where fixed, are entitled to take part in and vote at any General Meeting.

14. An individual who, or organisation which, ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.

CESSATION OF MEMBERSHIP

15. A member shall cease to be a member if:

- 15.1 He, she or it sends written notice of resignation to the Company; or
- 15.2 being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement with his or her creditors; or
- 15.3 being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable); or
- 15.4 the annual subscription due remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
- 15.5 a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
- 15.6 being an individual, he or she dies (the right of membership not being assignable).

GENERAL MEETINGS (Meetings of Members)

16. The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.

17. The business of each AGM shall include :

- 17.1 the report by the Chairman on the activities of the Company ;
- 17.2 the election of Directors ;
- 17.3 fixing of annual subscriptions ;
- 17.4 the report of the auditor ;
- 17.5 the report of the auditor ;
- 17.6 the appointment of the auditor.

18. The provisions with regard to EGMs are as follows :

- 18.1 all General Meetings, other than AGMs, shall be called Extraordinary General Meetings ;
- 18.2 the Board may convene an EGM whenever it thinks fit ; and
- 18.3 the Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the purposes of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.

19. Subject to the terms of Articles 66, 67 and 68, the provisions regarding notice of a General Meeting are as follows :

- 19.1 21 clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor ;
- 19.2 the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of Article 25 ;
- 19.3 the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any member, person or organisation entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

CHAIRMAN OF GENERAL MEETINGS

20. The Chairman of the Company, whom failing the Vice-Chairman of the Company (if any), shall act as

chairman of each General Meeting. If neither the Chairman nor the Vice-Chairman is present or willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as chairman of that meeting.

QUORUM AT GENERAL MEETINGS

21. The quorum for a General Meeting shall be the greater of (a) 10 Ordinary Members or (b) 10% of the Ordinary Members, in either event being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.
22. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence – or if, during a General Meeting, a quorum ceases to be present – the General Meeting shall stand adjourned to such time, date and place as may be fixed by the chairman of the meeting.

VOTING AT GENERAL MEETINGS

23. The chairman of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
24. The provisions regarding voting are as follows :
- 24.1 each Ordinary Member shall have one vote, to be exercised in person or by proxy by a show of hands (unless a secret ballot is demanded by the chairman of the meeting, or by at least two Ordinary Members present at the meeting and entitled to vote, which may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting, shall be conducted in such a manner as the chairman of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded and, in that event, the chairman of the meeting shall appoint and instruct tellers, who may cast their own personal votes if Ordinary Members) ;
 - 24.2 Associate and Junior Members shall have no vote ;
 - 24.3 whilst actual attendance by Ordinary Members is to be encouraged at General Meetings, any Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply :
 - 24.3.1 a proxy need not be a member ;
 - 24.3.2 a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat ; and
 - 24.3.3 the form appointing the Proxy shall be in terms of the Schedule hereto ;
 - 24.3.4 the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged at the Registered Office not less than 48 hours before the time of the meeting at which the proxy is to be used ; and
 - 24.3.5 no form of proxy shall be valid more than 12 months from the date it was granted.
 - 24.4 In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.
25. At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely :
- 25.1 to alter the name of the Company; or
 - 25.2 to amend the Purposes; or
 - 25.3 to amend these Articles (subject to Articles 70 and 71); or
 - 25.4 to wind up of the Company in terms of Clause 6.1 to 6.3 inclusive of the Memorandum of Association; or
 - 25.5 to purchase or sell or to grant a lease over any heritable property owned by or leased to the Company or any of its subsidiaries and to purchase or take the tenant's part in any lease or sub-lease of heritable property wherever situated ; or

25.6 to form, acquire or dispose of any subsidiary; or

25.7 to create, issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Company or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or

25.8 all other Special Resolutions.

26. A resolution in writing signed by or on behalf of all or a sufficient majority of the Ordinary Members (as specified in terms of Article 25) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.

27. The chairman of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting thereat, adjourn the General Meeting to such time, date and place as he or she may determine.

APPOINTMENT OF DIRECTORS

28. The affairs, property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, other than those required to be exercised or done by the Ordinary Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.

29. The number of Directors shall be not less than four. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than twelve.

Interim Board

30. Upon incorporation of the Company, the following applies with regard to the Interim Board of Directors :

30.1 The Subscribers (all of whom must be Ordinary Members), and any one or more individual persons whom they choose to co-opt as Co-opted Directors in terms of Article 34, shall comprise the Interim Board.

30.2 The Interim Board shall remain in office until the first General Meeting of the Company, to be held as soon as practicable after incorporation, at which time each Director on the Interim Board shall retire, but shall if each wishes remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of Article 33.4).

31. Employees of the Company may not be nominated as or become Directors.

Composition of the Board of Directors

32. From and after the first General Meeting of the Company, the Board shall comprise the following individual persons (a majority of whom shall always be Elected Directors), namely : 32.1 up to nine individual persons elected as Directors by the Ordinary Members in terms of Article 33 ("the Elected Directors"), who must themselves be Ordinary Members ; and

32.2 up to three individual persons co-opted in terms of Article 34 ("the Co-opted Directors"), so as to ensure a spread of skills and experience within the Board ;

32.3 who shall meet as often as necessary to despatch all business of the company as specified in the Articles and particularly with reference to the restrictions in the quorum for Board meetings specified in Articles 42 and 43.

Elected Directors

33. At the first General Meeting held in terms of Articles 30 and 32, the Ordinary Members shall elect up to nine Elected Directors, in respect of which the following shall apply :

33.1 provided that the first General Meeting in terms of Article 30.2 is held before the first AGM, there shall be no change in or election of Directors at the first AGM (except to the extent of filling any vacancies in the Board left over after the first General Meeting or caused by any retirements since) ;

33.2 at the second and each subsequent AGM, three or one-third of the Elected Directors (whichever is the lower) shall retire from office ;

33.3 a retiring Elected Director shall retain office until the close or adjournment of the meeting ; 33.4 a retiring Director shall be eligible for re-election, but no Director can serve more than two consecutive terms of office, without at least one year out of office before being eligible again ; 33.5 if no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot ; 33.6 nomination of any Elected Director, who shall himself or herself be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Director if elected ; and 33.7 election of any Elected Director shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Directors on the Board.

Co-opted Directors

34. Subject to Article 32, up to three individuals may be co-opted from time to time by the Board of Directors itself, as follows :
- 34.1 subject to Article 34.3, a Co-opted Director shall serve until the next AGM after his or her co option ;
 - 34.2 a Co-opted Director can be re-co-opted at such next AGM ;
 - 34.3 a Co-opted Director can be removed from office at any time by a simple majority of the Board ; and
 - 34.4 for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.
 - 34.5 Annually after each AGM, the Board may co-opt a Co-opted Director, who is aged between 18 and 25 years, with the specific role of representing the interests of young people in the Community.
35. The Board may from time to time co-opt a director to fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Director from or after the date of such retiral or deemed retiral until the next AGM.
36. The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retiral.

RETIRAL OF DIRECTORS

37. A Director shall retire or be deemed to retire if :
- 37.1 being an Elected Director, he or she ceases to be an Ordinary Member in terms of either Articles 7.1 or 15;
 - 37.2 he or she becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the Charities Act or (ii) a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986, and every statutory modification and re enactment thereof for the time being in force; or
 - 37.3 in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act; or
 - 37.4 he or she is employed by or holds any office of profit under the Company (except where the provisions of Clause 4.4b of the Memorandum shall apply); or
 - 37.5 he or she becomes incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
 - 37.6 he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or 37.7 by written notice to the Registered Office, he or she resigns as a Director.

CHAIRMAN AND VICE-CHAIRMAN

38. The Board shall meet as soon as practicable immediately after each AGM to appoint a Chairman, and if desired a Vice-Chairman, from the Directors (both of whom must be Ordinary Members).

PERSONAL INTERESTS

39. Any Director and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically to any relevant meeting of the Company. A personal interest includes not only the interest of the Director or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is a partner or employee, or any limited company of which he is a director, employee or shareholder of more than 5% of the equity.
40. Additionally, the Board may resolve at any time to require all Directors and employees to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
41. Whenever a Director finds that there is a personal interest, as defined in Article 39, he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
- 41.1 whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
 - 41.2 whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
 - 41.3 whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 43, where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.

QUORUM AT BOARD MEETINGS

42. The quorum for Board meetings shall be not less than four of all the Directors, provided that the Elected Directors are always in the majority at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
43. A Director shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

MEETINGS OF THE BOARD OF DIRECTORS

44. Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
45. Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 25 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.
46. A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
47. The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Elected Directors to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chairman or Vice-Chairman will be available.
48. The chairman of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a

deliberative vote.

49. The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.
50. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
51. No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
52. A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
53. The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in Article 29, it may not conduct any business other than to appoint sufficient Directors to match or exceed that minimum.
54. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
55. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and PRINCIPAL OFFICER 56. The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.

57. The Board may appoint a Minute Secretary, for the purposes of Article 50, for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.
58. The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time. Whilst in post, the Treasurer may be required to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.

FINANCES

59. The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.
60. All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
61. The Board shall ensure that all funds and assets of the Company are applied towards achieving the Purposes.

ACCOUNTS

62. The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
63. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Directors.
64. The accounts of the Company shall be prepared in full compliance with the provisions contained in both the Act and the Land Reform Act. The Board shall ensure that an audit of the accounts is carried out by an auditor, an audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act) from the arrangement to have an audit, if and to the extent that proper arrangements for the auditing of the Company's accounts are made in a manner which satisfies the requirements of the Act and section 34(1)(f) of the Land Reform Act) by a company auditor (as defined by the Act). Any such auditor shall be appointed for this task by the Board on the direction of members in General Meeting.
65. At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Company). The accounts shall be accompanied by proper reports of the Board and the auditor. Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).

NOTICES

66. A notice may be served by the Company upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.
67. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
68. The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax, e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).

INDEMNITY

69. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the funds of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

ALTERATION TO THE MEMORANDUM and ARTICLES OF ASSOCIATION

70. Any alteration to the Memorandum and/or these Articles may be made only upon the following condition:
- 70.1 upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of Article 25 and;
71. alterations so approved then need to be given written consent by the Office of the Scottish Charity

Regulator (or its successors) in terms of section 16 of the Charities Act ; and written consent of the Scottish Ministers, through the Scottish Government Rural Directorate (or its successors) in terms of section 35(1) of the Land reform (Scotland) Act 2003.

DISSOLUTION

72. Clause 6.1 to 6.3 inclusive of the Memorandum of Association of the Company, relating to the winding up and dissolution of the Company, shall have effect as if its provisions were repeated in these Articles.

Names and Addresses of Subscribers:

Stewart Macaulay MacDonald
Flat 5
21 Francis Street
Stornoway
Isle of Lewis
HS1 2ND

Derek Mackenzie
6 Jamieson Drive
Stornoway
Isle of Lewis
HS1 2TE

Dated: 7 February 2002

Witness to the above signatures:

Michael Ian Ferris
12 Springfield Road
Stornoway
Isle of Lewis
HS1 2PT

SCHEDULE of FIRST NOMINATED MEMBERS
relative to Regulation 4 (b) (ii) of the Articles of
Association of ANAGACH WOODS TRUST

Principal or registered office address

Grantown & Vicinity Community Council per Mr N McIntosh, Chairman, Coppice Hotel, Grant
Road, Grantown-on-Spey

Highland Council Glenurquhart Road, Inverness IV3 5NX

Moray, Badenoch & Strathspey The Apex, Forres Business Park, Forres Enterprise
Company IV36 2AB

Appendix 1

Eligible Post Code Units for Ordinary Membership to Anagach Woods Trust

PH26 3 DA Rhuarden Ct PH26 3 JH Grant Rd DB Strathspey Ct,
Seafield Av JJ Forest Rd
EA Chapel Ct JL Forest Rd
EE Glenbeg Rd JN Woodside Avenue EF Church Av JP Spey Avenue
EG High St JQ Caravan Park
EH High St JR Woodside Avenue EJ Spey Av JS Dunstaffnage Brae EL
High St JT Woodlands Terrace EN High St JU Woodlands Terrace EP

Chapel Rd JW Spey Av
ER Woodburn Pl JZ Station House
ES Kynlira Cres LA Grant Rd
ET MacGregor Av LB Shankland Ct
EU MacKay Av LD Grant Rd
EW High St LE Seafeld Ct
EX Cairngorm Av LF Coppice Ct
EY Strathspey Dr LG Drumdunan
EZ Strathspey Rd LS Ballintomb
FD Woodlands Drive NA Woodlands Ter
HA Revoan Drive NB Woodlands Industrial Site HB High St ND Woodburn Cr
HE Forest Rd NF Anagach Hill
HF The Square NG Dreggie
HG The Square NJ Braeriach
HH Burnfield Av NQ Anagach Loch - Speybridge HJ Castle Rd NS Inverallan Hs
HL Castle Rd NT Craggan
HN Castle Rd NU Easter Laggan
HP Market Rd PJ Port
HR Grant House PL Blairmore
HS Castle Rd East PN Lettoch
HT Cromdale rd PP South St
HW Mossie Rd PR Lynemacgregor
HX Heathfield Rd PS Castle Grant
HY Golf Course Rd PT Easter Cotterton
HZ South St QA Woodside Ct, Woodside Av JA South St QB Inverallan Ct
JB Grant Ct QD Woodlands Drive
JD Beachan Ct QH South West High St JE Seafeld Av QQ Dulaig Ct
JG Seafeld Av QZ Sewage Works, Free Church Wood