

No. of Company: 170339

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
and
ARTICLES of ASSOCIATION
of
THE ISLE OF EIGG HERITAGE TRUST

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

Date of Incorporation: 28 November 1996

Tel: 01851 703356

As amended by Special Resolution
Passed 28 November 1996

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION

Of

THE ISLE OF EIGG HERITAGE TRUST

1. The name of the Company (hereinafter called “the Company”) is The Isle of Eigg Heritage Trust.
2. The Registered Office of the Company will be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification to the effect that in any case in which an activity permitted under this clause is in its nature capable of being carried on for purposes which are wholly charitable (the word “charitable” having the meaning ascribed to it for the purposes of Section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force which meaning shall be assigned to the word “charitable” wherever it appears in this Memorandum of Association), the powers of the Company under this clause in respect of the carrying on of such activity shall be deemed to be limited to the carrying on of such activity in such manner as will not prejudice the charitable status of the Company under the statutory provisions referred to above.

Subject to the above over-riding qualification, the objects for which the company is established are:-

- (1) To take all appropriate measures to conserve the natural heritage (being the flora and fauna, the geological, physiographical and

archaeological features, and the natural beauty and amenity) of the Isle of Eigg for the benefit of the community of the island and the public at large and to promote open public access thereto insofar as this is not detrimental to such conservation;

- (2) to promote sustainable development on the island including agriculture, silviculture, arts and crafts and other economic activities compatible with object (1) above;
- (3) to relieve poverty on the island and provide help for the aged, handicapped and infirm and to advance education and other charitable purposes beneficial to the community;
- (4) to provide or promote the provision of housing on the island for people in necessitous circumstances and also specially designed or adapted housing as may be required for the elderly, handicapped or disabled;
- (5) to develop or promote the development of infrastructure designed to improve communications throughout the island including piers, harbours, roads and bridges.

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

- (a) 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 including without prejudice to the foregoing generality the property of the Isle of Eigg estate;
- (b) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property rights of the Company;
- (c) 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;

- (d) 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;
- (e) 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;
- (f) 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;
- (g) to apply for, promote and obtain any private Act of Parliament, order or licence of the Department of Trade & Industry, Department of the Environment or any other 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;
- (h) 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;

- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) to act as agents or brokers and as trustees for any person, firm or company;

- (n) 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;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) 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;
- (t) to arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Company;

(u) 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;

(v) to do all other such 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 the relations between workers and employers or organisations of workers and organisations of employers.

4. 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 and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Board of Directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:-

(a) of a reasonable and proper remuneration (including out of pocket expenses) to any member, officer or servant of the Company (not being a member of its Board of Directors) for any services rendered to the Company and to any member of the Board of Directors being a person suitably qualified in any professional, technical or other capacity useful to the Company who shall be entitled to charge and be paid all usual professional or other reasonable charges for specific work done in that capacity when instructed by the Board of Directors so to act on behalf of the Company;

(b) of interest on money lent by any member of the Company or its Board of Directors at a reasonable and proper rate per annum as shall be agreed from Time to time by the Board of Directors;

(c) of reasonable and proper rent for the premises demised or let by any member of the Company or its Board of Directors.

5. The liability of the members is limited.
6. 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.
7. If upon winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among members but shall be given or transferred to some other charitable company, institution or organisation having objects similar to or encompassing those of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as the Company being dissolved such company, institution or organisation to be determined by the members of the Company at or before the time of dissolution and if and in so far as effect cannot be given to such provision then to some other company, institution or organisation established for charitable purposes only.

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

Names and Addresses of Subscribers :

Derek Mackenzie
1 Bayhead Gardens
Stornoway
Isle of Lewis
HS1 2DJ

Jean Margaret MacKenzie
58 Balallan
Isle of Lewis
HS2 9PT

Dated: 20 November 1996

Witness to the above signatures:

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

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Of

THE ISLE OF EIGG HERITAGE TRUST

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called “Table A”) shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall constitute the Articles of Association of of the Company.
- (b) Regulations 2 to 35 inclusive, 40, 41, 54, 55, 57, 59, 60 to 62 inclusive, 64 to 70 inclusive, 73 to 80 inclusive, 82, 87, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company.

INTERPRETATION

2. In Regulation 1 of Table A, the definition of “the holder” shall be omitted.

MEMBERS

3. The number of Members of the Company shall be not less than two. The maximum number of Members shall be unlimited.

4. (a) The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents shall be Members of the Company.
- (b) Membership of the Company shall consist only of Nominated Members being individuals, institutions and organisations who support the objects of the Company and whom the Board shall deem appropriate to be represented amongst the membership of the Company and shall so nominate for representation. Subject to their indicating acceptance of Membership the first Nominated Members shall be as set out in the Schedule attached to these Articles and signed by the subscribers as relative thereto.

With the exception of the rights to appoint Directors of the Company, all members shall have equal voting rights at any General Meeting of the Company.

- (c) Immediately following the admission of at least two members other than the subscribers to the Memorandum of Association the subscribers shall resign from Membership.
- (d) Where the Board has decided that any body or association should be admitted as a Nominated Member, it shall give notice to that body or association of its decision. Such a body will be deemed to have been admitted as a Nominated Member with effect from the date on which that body has notified the Company of its acceptance of the Membership. Each Nominated Member shall appoint a representative who shall be entitled to be present and speak at meetings of the Company and to exercise all voting and other rights to which that Nominated Member is entitled. Each Nominated Member shall notify the Company in writing of the name of its representative within twenty days of being admitted as a Nominated Member and shall notify the Company, in writing, of any change of representative.

5. Any Nominated Member may resign from the membership of the Company on giving twelve months' notice in writing to the Company of its intention to do so. On the expiry to the twelve months from the date of the receipt of such notice by the Company such Nominated Member shall cease to be a Nominated Member of the Company.
6. Membership of the Company shall not be transferable and a Member shall cease to be a Member in the event of that Member dying, becoming bankrupt or becoming of unsound mind or, if a company, on the passing of a resolution for its winding up or in the event of a Nominated Member ceasing to be so designated.

ASSOCIATES

7. (a) The Board shall have power to admit Associates who shall be individuals, non-profit making or charitable bodies, commercial or other organisations who wish to be associated with the Company and who in the opinion of the Board should be admitted as Associates.
 - (b) Associates shall not be Members of the Company.
 - (c) Associates may attend General Meetings of the Company but may not vote at such meetings.
 - (d) Associates shall not be eligible for election as Directors.

NOTICE OF GENERAL MEETINGS

8. In Regulation 38 of Table A:-
 - (a) in the first sentence the words "or a resolution appointing a person as a director" shall be omitted;

- (b) in the paragraph (b) the words “of the total voting rights at the meeting of all the members” shall be substituted for “in nominal value of the shares giving that right”; and
- (c) the words “The notice shall be given to all members and to the Directors and auditors” shall be substituted for the last sentence.

PROCEEDINGS AT GENERAL MEETING

- 9. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at any Annual General Meeting with the exception of the consideration of the Audited Accounts and Annual Report, the election of Directors, and the appointment the Auditors.
- 10. No business shall be transacted at any general meeting unless a quorum is present. During any period while the Company has amongst its membership three or more Nominated Members a quorum shall not be present unless a majority of all the Nominated Members are present in person. During any period while the Company has less than three Nominated Members two Members shall form a quorum. A corporation, firm or unincorporated association being a Member shall be deemed to be present if represented by its representative.
- 11. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting if convened on the requisition of Members shall be dissolved. In any other case 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 other time and place as the Board determine. If at the adjourned meeting a quorum is not present within half an hour of the time appointed the meeting shall proceed to business.

12. The words “and at any separate meeting of the holders of any class of shares In the Company” shall be omitted from Regulation 44 of table A.
13. Paragraph (d) of Regulation 46 of Table A shall be omitted.

VOTES OF MEMBERS

14. On a show of hands every Member who is entitled to vote and who, being an individual is present in person, or being a corporation, firm or other unincorporated association is present by duly authorised representative shall have one vote and on a poll every Member shall have one vote.

BOARD OF MEMBERS

15. The minimum number of Directors shall be two. The maximum number of of Directors shall be unlimited.
16. The Directors shall be appointed by the Nominated Members as follows:-
 - (a) For so long as each of Highland Council and Scottish Wildlife Trust shall remain a Nominated Member each of those Members shall be entitled to appoint two Directors.
 - (b) Any Nominated Member other than Highland Council, Scottish Wildlife Trust and the Isle of Eigg Residents Association shall be entitled to appoint one Director.
 - (c) The Isle of Eigg Residents Association shall be entitled to appoint the Same number of Directors in total as all the other Nominated Members for the time being together.

- (d) The persons appointed as Directors by the Nominated Members need not be Members of the Company. The right to appoint a Director shall include a right to appoint a Director in place of any Director who retires or in respect of any casual vacancy arising in the number of Directors which each Nominated Member is entitled to appoint. Each Nominated Member shall be entitled to remove any Director appointed by that Nominated Member and to appoint another person as a Director in his place.
- (e) (i) Any Nominated Member may appoint any person who is willing to act to be an alternate director of any Director appointed by that Nominated Member and may remove from the office any alternate director so appointed. Such alternate director shall be entitled to receive notice of all meetings of the Directors and of all committees of Directors of which the Director whom he represents is a member, to attend and vote at any such meeting at which such Director is not personally present and generally to perform all the functions of such Directors as a Director in his absence. Such alternate director shall not be entitled to receive any remuneration from the Company for his services as an alternate director. It shall not be necessary to give notice of any meeting of the directors to any alternate director who is absent from the United Kingdom.
- (ii) Any appointment or removal of an alternate director shall be by notice to the Company given by or on behalf of the Nominated Member making or revoking the appointment or in any other manner approved by the Directors. An alternate director shall cease to be an alternate director if his appointer shall remove him or his appointer shall cease to be a Nominated Member.
- (iii) Save as otherwise provided in these Articles an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director whom he represents.

- (f) During any period when any Nominated Member for whatever reason has not exercised his right to appoint one or more Directors or alternate directors in accordance with the foregoing provisions that Nominated Member shall be entitled to appoint a representative who may attend all meetings of Directors and be heard at such meetings but who shall have no voting rights thereat. Any representative so appointed shall be entitled to receive notice of all meetings of the Directors and of all committees of Directors, copies of minutes of meetings of Directors and all circulated material issued to the Directors generally provided that the Company shall have been notified in writing by the Nominated Member of the appointment of such a representative.
17. The Directors may from time to time at their discretion by unanimous agreement appoint any person who is willing to act to be a Director of the Company whose Directorship they deem will be beneficial of the Company to hold office until such time as they determine.

DIRECTORS' EXPENSES

18. The words "of any class of shares or" shall be omitted from Regulation 83 of Table A.
19. The business of the Company shall be managed by the Board who may pay all such expenses of and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as it thinks fit and may exercise all such powers of the Company and do so on behalf of the Company all such acts as may be exercised and done by the Company and as are not by Statute or by these presents required to be exercised or done by the Company in general meeting subject nevertheless to any regulations of these Articles, the provisions of the Statutes for the time being in force and affecting the Company and to such regulation or provisions as may be prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

20. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security or any debt, liability or obligation of the Company or of any third party.
21. In paragraph (c) of Regulation 94 of Table A the word “debentures” shall be substituted for the words “shares, debentures or other securities” in both places where they occur.
22. The words “of the holders of any class of shares in the Company” shall be omitted from Regulation 100 of Table A.

NOTICES

23. The second sentence of Regulation 112 of Table A shall be omitted.
24. The words “or of the holders of any class of shares in the Company” shall be omitted from Regulation 113 of Table A.

Names and Addresses of Subscribers:

Derek Mackenzie
1 Bayhead Gardens
Stornoway
Isle of Lewis
HS1 2DJ

Jean Margaret Mackenzie
68 Balallan
Isle of Lewis
HS2 9PT

Dated: 20 November 1996

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) of the Articles of Association
of THE ISLE OF EIGG HERITAGE TRUST.

Principal or registered office address

Highland Council

Glenurquhart Road, Inverness IV3 5NX

Scottish Wildlife Trust

Cramond House, Kirk Cramond,
Cramond Glebe Road, Edinburgh EH4 6NS

Isle of Eigg Residents Association

Per Mrs. Karen Helliwell, Secretary
Cleedale, Isle of Eigg, PH42 4RL