

SC042088

No. 299917

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
COMMUNITY OF ARRAN SEABED TRUST LIMITED

ADOPTED BY MEMBERS WRITTEN RESOLUTION
DATED 3rd FEBRUARY 2011



1. The Company's name is "COMMUNITY OF ARRAN SEABED TRUST LIMITED".
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:
 - 3.1.1 To identify and secure for the community, areas of seabed around the Isle of Arran to promote and protect all forms of marine life;
 - 3.1.2 To protect and improve the surrounding waters adjacent to the project and for the advancement of environmental protection to promote sustainable marine stocks;
 - 3.1.3 To educate the community, individuals and organisations in relation to the need for marine conservation;AND in furtherance of the objects to carry out any of the following activities:-
 - 3.1.4 To empower the community to be able to make their own decisions on the ways of protecting the seabed;
 - 3.1.5 To empower the community to decide on the method of conservation and the levels of control to protect the seabed;
 - 3.1.6 To promote a spirit of guardianship within the community for the protected areas;
 - 3.1.7 To obtain and communicate to its members useful information relating to all relevant matters;
 - 3.1.8 To discuss matters of protection and provision of habitat and experiment and to provide the most effective form of both;
 - 3.1.9 If and when considered desirable, to seek affiliation with any organisation with compatible objectives;
 - 3.1.10 To make contact with the various fishermen's co-operatives and organisations and inform them of the project and ask for their assistance with its aims;
 - 3.1.11 To form links with schools and outdoor organisations and educational establishments to play an active part in the project;
 - 3.1.12 To welcome the public and keep them informed of the progress of the project;
 - 3.1.13 To consult with other community groups who wish to carry out the same type of project;
 - 3.1.14 To do all other things relevant to the attainment of the above objects
- 3.2 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-
 - 3.2.1 Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
 - 3.2.2 To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.
 - 3.2.3 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise and to convert any donated goods to liquid or other funds provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall only undertake such trading activities in raising funds for the above mentioned charitable objects as may be lawful.

3.2.4 To open and operate bank accounts and banking facilities of all kinds and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

3.2.5 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

3.2.6 To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

3.2.7 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which may be necessary or appropriate.

3.2.8 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company.

3.2.9 Subject to Clause 4 hereof to engage or employ and to remunerate such professional advisers, agents, contractors and staff as may be necessary or appropriate.

3.2.10 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and other dependants.

3.2.11 To provide indemnity insurance to cover the liability of the Trustees:

(a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;

(b) to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986.

PROVIDED THAT any such insurance in the case of (a) shall not extend to:

(i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;

(ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

(iii) any liability to pay a fine.

AND ALSO PROVIDED THAT any insurance in the case of (b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

3.2.12 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 purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the

distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

3.2.13 To establish and support or aid the establishment and support of any charitable companies, other charitable corporate bodies, charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way.

3.2.14 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.

3.2.15 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

3.2.16 To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

3.2.17 Provided that:-

3.2.17.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

3.2.17.2 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. *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 Trustee shall be appointed to any employment or any office of the Company paid by salary or fees.*

Provided that nothing herein shall prevent any payment in good faith by the Company

4.1 *of reasonable and proper remuneration to any trustee member, officer or servant of the Company for any services rendered to the Company subject however to compliance with all relevant provisions of the Charity and Trustee Investment (Scotland) Act 2005 and all other relevant legislation.*

4.2 *of interest on money lent by any member of the Company or any Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;*

4.3 *of reasonable and proper rent for premises demised or let by any member of the Company or any Trustee;*

4.4 *of fees, remuneration or other benefit in money or money's worth to any company or other corporate body of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company or other corporate body; and*

4.5 *to any Trustee of reasonable out-of-pocket expenses; and*

4.6 of any premium in respect of any such indemnity insurance as is permitted by Clause 3.2.11 of the Memorandum of Association of the Company.

Provided also that no Trustee may be counted in the quorum, take part in the discussion on or vote on the authorisation of any payment to that Trustee or a company or corporate body in which that Trustee holds not more than 1/100th of the capital or to any person connected with that Trustee, being a payment pursuant to Clauses 4.2 to 4.5 (inclusive) above. |

Comment [AG1]: Revised by
Members written resolution,
dated 31 Aug 2011-10-27

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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 among themselves.

7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions 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 such provision, then to some other charitable object.

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