

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
MID DEESIDE LTD
COMPANY SC170657

(as applicable following amendment to objects clause on 17 April 2001)

1. The name of the Company is “Mid Deeside Limited.”
2. The Company’s Registered Office is to be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the company such that any activity which would otherwise be permitted by the terms of the clause may be carried out only if that activity furthers a purpose which is regarded as charitable 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). Subject to that over-riding qualification, the company’s objects are:
 - (a) to relieve poverty and its effects, and to aid the disadvantaged, in order to promote social inclusion throughout the operating area,
 - (b) to improve public amenities and services within Mid-Deeside (the operating area), and to encourage projects and initiatives to that end, either directly or indirectly as agents or project managers,
 - (c) to partake in schemes directly connected with the benefit of the public within the operating area,
 - (d) to encourage education and training in skills of all kinds, and to promote research into topics of interest within the operating area,
 - (e) to co-ordinate, establish, promote and operate other schemes of a charitable nature for the benefit of the community within the operating area.

In pursuance of these aims, but not otherwise, the Company shall have the following powers:-

- 3.1 To act as a co-ordinating body and co-operate with the Local Authorities Planning Committees and all other Statutory Authorities, voluntary organisations, charities and persons having aims similar to those of the Company and to make representations at public enquiries, appeals or in such other ways as shall appear necessary from time to time in furtherance of the objects of the Company.

- 3.2 To obtain finance for the achievement of these objects, including the obtaining of EU, State, local authority and other capital and recurrent grants, National Lottery and Millennium Fund Grants and to take any steps necessary to secure compliance with the terms of these grants; to accept legacies, donations, whether on covenant or otherwise, having for their objects any object similar to those herein expressed; to manage such legacies, donations and endowments, and to carry out and perform any trusts or conditions attached to them.
- 3.3 To borrow money to such extent and to grant security for the repayment thereof over the assets of the Company as to the directors may from time to time seem appropriate.
- 3.4 To purchase, acquire, hold, lease, manage, improve, sell, let, feu, exchange, mortgage or dispose of any lands or heritable property, or any estate or interest therein, in Scotland or elsewhere, in such manner and to such extent as to the directors may seem expedient for carrying out the objects of the Company, or any of them.
- 3.5 To purchase, acquire, hold, lease, manage and maintain any buildings or vehicles necessary to meet the objects of the Company, and to carry out all necessary activities in support of such buildings or vehicles.
- 3.6 To obtain all powers and authorities necessary to carry out or extend any of the above objects.
- 3.7 To support and subscribe to any charitable object and to support and subscribe to any institution, society or club which pursues objects similar to the objects or any of the objects of this Memorandum.
- 3.8 To subscribe for, purchase or otherwise acquire and hold shares or other interests in, or to promote any other Company for the purpose of carrying on any business or undertaking whose operations appear likely to further the objects of the Company or to secure the achievement of any of its objects; to subscribe for, or otherwise acquire all or any part of the shares or securities of such Company; to pay the expenses in connection with such subscription, acquisition or promotion; and subsequently to control and manage or participate in the control and management of such Company.
- 3.9 To apply for, purchase or otherwise acquire and obtain exclusive or other interests in patents, trade marks, copyrights, know-how and other rights of intellectual property; to protect, prolong and renew such interests or rights; and to sell, assign, let out on hire or otherwise market or turn to account such interests or rights.
- 3.9 To apply for, promote and obtain any Royal Charter, Act of Parliament, any departmental privilege or licence or other authority which may from time to time appear necessary to advance the objects of the Company, to effect any modification of its 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 directly or indirectly to be likely to prejudice those interests.

4. The liability of the members of the Company is limited.
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the members of the Company, provided that this shall not prevent the payment in good faith to any member of the Company of reasonable and proper remuneration for any services actually rendered to the Company or out-of-pocket expenses to its directors.
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 winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among members of the Company, but shall be transferred by agreement with the Secretary of State to another charitable body having objects similar to its own or to another body with charitable objects which is likely to benefit the area of benefit.
8. The Company shall cause true accounts to be kept of all sums of money received and expended by it, and of its assets and liabilities and the books of account shall be kept at the Registered Office of the Company and, subject to any reasonable restrictions which may from time to time be imposed in accordance with the Articles of Association, shall be open to the inspection of the members. Separate accounts shall be kept of any special trust funds or of any other funds received appropriated to a particular purpose.

I, the person whose name and address is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum

Name, address and Description of Subscriber:

Neil Roderick Allan
Advocate in Aberdeen
"Wellbank"
Old Ballater Road
Aboyne

"Neil R Allan"

Dated: Sixth December Nineteen Hundred and Ninety Six

Witness to the above signature: "Peter Murray"
Peter Murray
Solicitor
14 Albyn Place
Aberdeen