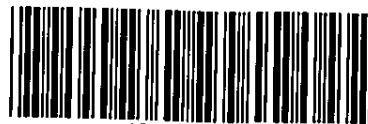


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ARTICLES OF ASSOCIATION
of
DESIGN DUNDEE LIMITED

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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE &
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Of

DESIGN DUNDEE LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

"2005 Act"	the Charities and Trustees Investment (Scotland) Act 2005 including any statutory modification or re-Enactment thereof for the time being in force;
"Act"	the Companies Act 2006 including any statutory Modification or re-enactment thereof for the time being in force;
"Address"	in relation to any document or information sent or supplied by electronic means includes any number or address used for the purpose of such communications;
"Articles"	these articles of association;
"Audit Committee"	is defined in Article 20.1;
"Board"	the board of Directors of the Company from time to time;
"Clear days"	means, in relation to the period of a notice, that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
"Charitable"	means charitable for the purposes of the 2005 Act and also the Taxes Acts;
"Company"	Design Dundee Limited;
"Directors"	the directors of the Company from time to time;
"Founder Director"	a Director appointed pursuant to Article 21.1 of these Articles;
"Founder Members"	is defined in Article 8.2 (but subject to Article 10);
"Independent Director"	a Director appointed pursuant to Article 21.2 of these Articles;
"Member"	a member of the Company whose name is entered in the Register in respect of such membership;

- "Memorandum"** the memorandum of association of the Company;
- "Nominations Committee"** is defined in Article 19.1;
- "Register"** the register of members of the Company kept pursuant to the Act; and
- "United Kingdom"** the United Kingdom of Great Britain and Northern Ireland.

1.2 In these Articles, unless the context otherwise requires:

- 1.2.1 words or expressions shall bear the same meaning as in the Act;
- 1.2.2 words or expressions importing the singular number only shall include the plural number and vice versa;
- 1.2.3 words or expressions importing the masculine gender only shall include the feminine gender and vice versa;
- 1.2.4 words or expressions importing persons shall include partnerships, companies and unincorporated associations;
- 1.2.5 the provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply *mutatis mutandis*;
- 1.2.6 references to **"written"** or **"in writing"** shall mean printed or transmitted writing including through electronic means;
- 1.2.7 references to **"Directors"** shall, unless the context otherwise requires, be construed as including alternate Directors; and
- 1.2.8 references to the Founder Members and the Members shall include where applicable their successor bodies.

1.3 The Company is established for the purposes stated in Article 2.

1.4 The articles contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 as that Schedule was in force on the date of incorporation of the Company shall apply to the Company save to the extent that they are excluded by, or are inconsistent with, these Articles.

2. OBJECTS

The objects of the Company are:

- 2.1 to advance the arts, heritage, culture and science;
- 2.2 to advance education and research;
- 2.3 to advance citizenship and community development in furthering purposes 2.1 and 2.2; and

- 2.4 to advance such similar charitable purposes as the Directors may consider appropriate from time to time.

The foregoing charitable purposes, which are designed to benefit the people of Dundee, Scotland, the rest of the United Kingdom and the world, are to be particularly furthered by: (1) the establishment, building, construction and promotion of a museum and associated resources and facilities based in Dundee together with associated infrastructure enhancement and development; (2) the operation, management and development of the museum and other resources and facilities which provide public access to collections of works of art and design including in particular modern, contemporary and future-facing creative design and applied arts; (3) the development of a local, national and international centre for design and creative excellence based in Dundee; (4) the development and delivery of arts and cultural activities and events, workshops, artistic programmes, curatorial strategic and policies and educational and research projects; and (5) a culture-based contribution to civic pride and regeneration in Dundee and beyond.

3. POWERS

To promote its objects but not for any other purpose the Company may:

- 3.1 accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of this Company and take such steps (by way of personal or written appeals, public meetings or otherwise, including for the avoidance of doubt the appointment of professional fundraisers) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;
- 3.2 undertake and organise schemes for the raising of money, other financial support and assistance in kind, and appeals both private and public, including the selling of goods and other products produced or acquired in connection with or ancillary to the objects of the Company;
- 3.3 establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for or manage or lend money or other assistance to any *person, company, association, society, institution or other body*. corporate or unincorporate, established for charitable purposes only and having primary objects wholly or partly similar to those of the Company, and for the purpose of promoting the primary objects of the Company to co-operate with manufacturers, dealers, and other traders and organisations, and with the press and other sources of publicity;
- 3.4 undertake, execute, establish, promote, or assist any charitable trusts or companies with charitable objects all or any of which are similar to the objects of the Company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for the purpose of carrying on any activity which the Company is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit the Company in the furtherance of its objects;
- 3.5 establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to any company, with charitable objects or otherwise, whose activities may

further one or more of the above objects or may generate income to support the activities of the Company, acquire and hold shares, stocks, debentures and other interests in such a company and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a parent company;

- 3.6 print, publish and distribute or procure to be printed, published or distributed (whether gratuitously or not) any newspaper, newsletter, periodical, magazine, book, pamphlet, circular, leaflet or other publication including audio and visual recordings which the Company may consider desirable for the promotion of its objects;
- 3.7 hold, sponsor, arrange or organise meetings, conferences, lectures, seminars, film shows, appeals and educational classes and talks in furtherance of the purposes of the Company;
- 3.8 organise, manage, present, produce and support exhibitions, workshops, press conferences, trade fairs, festivals, advertising campaigns, promotions, displays and assist and advise any person, corporation or organisation in relation thereto;
- 3.9 advertise the Company, its objects and activities whether through radio, television or other similar media or through printed advertisement, poster, periodical, article, feature or otherwise in writing;
- 3.10 purchase, take on lease or in exchange, hire or otherwise acquire and hold, sell, lease or otherwise dispose of any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of the Company and construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
- 3.11 purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings, equipment and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company;
- 3.12 take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Company;
- 3.13 subject to such consents as may be required by law sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be expedient in the promotion of its objects;
- 3.14 insure the Company, its property and assets against such risks as the Directors shall consider it prudent and necessary to insure against;
- 3.15 retain or employ staff, professional or technical advisers in connection with the objects of the Company and pay reasonable and proper salaries, wages and fees for their services;
- 3.16 establish and support pension and superannuation schemes for the benefit of persons employed by the Company, and make reasonable and necessary provision for payment of pensions, life assurances and/or superannuation and grant pensions

or retiring allowances to persons who have been employed by the Company or to their dependants;

- 3.17 enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects or any of them;
- 3.18 purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company or who are or were at any time trustees of any pension or retirement benefit scheme for the benefit of any employees or ex-employees of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the Company or pension or retirement benefit scheme;
- 3.19 act as agents in the channelling of funds, grants and any other monies available from any source;
- 3.20 subject to such consents as may be required by law, borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise;
- 3.21 guarantee and/or give security (either by way of mortgage or charge on all or any part of the property of the Company or otherwise) for the payment of money by or in the performance of obligations of any company being a charitable company;
- 3.22 advance money on loan with or without security and upon such terms as the Company may deem expedient;
- 3.23 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate banking accounts;
- 3.24 make any charitable donation either in cash or assets in furtherance of the objects of the Company;
- 3.25 invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, and lend any such monies to any other charitable companies, institutions, societies, foundations or associations formed for the said purposes having objects altogether or in part similar to those of the Company or to any individuals or firms for any purpose similar to such objects and that on such terms as to security or otherwise as the Company thinks 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 and subject also as hereinafter provided;
- 3.26 purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the charitable associations, foundations, institutions, companies, societies or bodies with which the Company is authorised to co-operate or federate;

- 3.27 sell or otherwise dispose of the whole or any part of the property, undertaking and assets of the Company to any such person or company with charitable objects;
- 3.28 pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.29 do all such other things as are necessary or incidental to the attainment of the objects of the Company or any of them, provided that the Company's objects shall not extend to the regulation of relations between workers and employers and organisations of workers and organisations of employers; and
- 3.30 undertake any charitable activity which directly or indirectly promotes any of the objects of the Company.

4. LIMITATION ON PRIVATE BENEFITS

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles.
- 4.2 No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of benefit to its Members and no Director of the Company may receive any remuneration, or other benefit in money or money's worth, from the Company (in respect of acting in the capacity as Director).
- 4.3 Subject to Articles 7 and 23 nothing herein shall prevent any payment in good faith by the Company:
 - 4.3.1 of a reasonable and proper remuneration to any Member, officer or servant of the Company including a member of the Board in his capacity as a servant of the Company for any services rendered to the Company in accordance with sections 67 and 68 of the 2005 Act and any amendment or alteration thereto;
 - 4.3.2 of interest on money lent by any Member of the Company or its Directors at a reasonable and proper rate per annum and not exceeding the base lending rate for the time being of the Company's bankers; or reasonable and proper rent for premises let by any Member or Director to the Company; and
 - 4.3.3 to any member of its Board of out-of-pocket expenses.

5. LIMITED LIABILITY

The liability of the Members is limited.

6. MEMBERS' OBLIGATIONS

Each Member undertakes to contribute such amount as may be required, not exceeding £1 per Member, to the Company's assets if it is wound up while he/she is, or within one year of the date on which he/she ceases to be, a Member for:

- 6.1 payment of the Company' debts and liabilities contracted before he/she ceased to be a Member;
- 6.2 the costs, charges and expenses of winding up; and
- 6.3 the adjustment of rights, between themselves, of persons who have contributed to the Company's assets.

7. CHARITABLE DECLARATION

- 7.1 It is declared that the assets of the Company shall only be applied for charitable purposes and the Directors shall:
 - 7.1.1 act in accordance with the 2005 Act; and
 - 7.1.2 do nothing to prevent the Company qualifying and continuing to qualify as charitable.
- 7.2 Without prejudice to the foregoing, each of the Directors shall, in exercising his/her powers and duties as a Director, act in the interests of the Company. In doing so:
 - 7.2.1 the Directors must seek, in good faith, to ensure that the Directors act in a manner which is in accordance with the objects of the Company and act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person; and
 - 7.2.2 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party, each Director:
 - (a) must put the interests of the Company before those of the other party; or
 - (b) where any other duty or interest prevents him/her from doing so, he/she must disclose the conflicting duty or interest to his/her fellow Directors and refrain from participating in any discussions or decisions with regard to the matter in question.
- 7.3 Each of the Directors must ensure that (a) he or she complies; and (b) the Company complies with any direction, requirement or notice imposed in terms of the 2005 Act.

8. MEMBERS

- 8.1 There shall be no maximum number of Members. The minimum number of members shall be three.
- 8.2 The subscribers to the Memorandum (the "**Founder Members**") and such other persons as are admitted to Membership from time to time in accordance with these Articles shall be the Members of the Company. In accordance with Article 13, no Members other than Founder Members shall have the right to vote

at general meetings of the Company, whether on a show of hands or on a poll, or approve or consent to written resolutions of the Company.

9. APPLICATIONS FOR MEMBERSHIP

- 9.1 The application of a person for Membership of the Company shall be in writing in the form set down by the Board from time to time and shall be signed by the applicant and delivered to the registered office of the Company.
- 9.2 The Directors shall place an application for Membership before the Board at the next meeting thereof to be held after receipt of the said application.
- 9.3 No person shall become a Member of the Company unless he/she is approved by all of the Founder Members.
- 9.4 The Founder Members may in their absolute discretion and without assigning any reason therefore admit or refuse an application for Membership.
- 9.5 The Directors shall within seven days of the decision of the Founder Members in relation to an application for Membership notify their decision to the applicant in writing and if that decision is to admit him/her to Membership shall enter the name of that person in the Register whereupon that person shall become a Member.
- 9.6 Subject to Article 1.2.8 the rights of the Members shall not be transferable or transmissible.

10. CESSATION OF MEMBERSHIP

- 10.1 A Member shall cease to be a Member of the Company:
 - 10.1.1 upon his/her name being removed from the Register following the receipt by the Company of a notice in writing intimating that he/she resigns his/her Membership which, if the Member is a Director, shall constitute also that Member's resignation as a Director;
 - 10.1.2 subject to Article 10.2, if, at a meeting of the Members at which a majority of the Founder Members are present, a resolution is passed resolving that the Member be expelled on the ground that his/her continued Membership is harmful to, or is likely to become harmful to, the interests of the Company. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Company any sum owed by him/her;
 - 10.1.3 (if an individual) upon his/her dying, becoming of unsound mind, or bankrupt or compounding with his/her creditors or his/her estate being sequestrated;
 - 10.1.4 (if a partnership) upon the firm passing a resolution to wind up or it being otherwise dissolved or bankrupt or compounds with its creditors;
 - 10.1.5 (if a company) upon it passing a resolution to wind up or having a winding up petition presented against it (and not subsequently dismissed within

twenty eight days) or a receiver or administrative receiver or liquidator or administrator or other statutory manager being appointed in respect of all or any of its assets; or

- 10.1.6 (if a body corporate other than a partnership or company including without limitation bodies corporate established pursuant to Acts of Parliament or Royal Charter) upon the body corporate being wound up or dissolved or bankrupt or compounding with its creditors.
- 10.2 If the Directors or a Founder Member intends to propose a resolution of the Founder Members for the expulsion of a Member pursuant to Article 10.1.2 the following provisions shall apply:
 - 10.2.1 the Directors or the Founder Members (as is the case) shall notify the relevant Member of such intention in writing, including reasonable information explaining the rationale behind such proposal;
 - 10.2.2 a meeting of the Founder Members (and where applicable the Member whose removal is proposed pursuant to Article 10.2.1) shall be convened not earlier than fourteen (14) days after the date of service of the notice referred to in Article 10.2.1 at which the attendees shall discuss the proposal and endeavour to resolve matters without recourse to Article 10.2.1;
 - 10.2.3 if following such meeting (or such further meetings as the Founder Members shall agree) the Founder Members and the relevant Member (if applicable) are unable to resolve matters then the matter in question shall be referred to mediation in accordance with Article 10.2.3; and
 - 10.2.4 any mediation carried out pursuant to this Article 10.2 shall be carried out in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed among the relevant parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (an "**ADR Notice**") to the other relevant parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than twenty one (21) days after the date of the ADR Notice. No party may commence any court proceedings or propose a resolution of the Founder Members for the expulsion of the relevant Member pursuant to Article 10.1.2 until the parties have attempted to settle the dispute by mediation and either the mediation has terminated unsuccessfully or the other relevant parties have failed to participate in the mediation.

11. GENERAL MEETINGS

- 11.1 The Directors shall convene an annual general meeting in each year. No more than fifteen months shall elapse between one annual general meeting and the next. The Directors may call general meetings from time to time and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

- 11.2 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights of all the Members.
- 11.3 The notice shall specify the time, date and place of the meeting and a notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting. A notice shall:
- 11.3.1 indicate the general nature of the business to be dealt with at the meeting;
- 11.3.2 if a special resolution or a resolution requiring special notice under the Act is to be proposed, state that fact, giving the exact terms of the resolution; and
- 11.3.3 contain a statement informing Members of their right to appoint a proxy.
- 11.4 The notice shall be given to all the Members and to the Directors and auditors of the Company.
- 11.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business shall be transacted at any meeting unless a quorum is present. Three persons present and entitled to vote upon the business to be transacted, each being a Founder Member or a proxy for a Founder Member or a duly authorised representative of any corporation which is a Founder Member, shall be a quorum.
- 12.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
- 12.3 The Chairman, if any,, of the Board or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he/she shall be chairman.
- 12.4 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 12.5 A Director, notwithstanding that he/she is not a Member, shall be entitled to attend and speak at any general meeting. Members who are not Founder Members shall be entitled to attend and speak at any general meeting, but in accordance with Article 13.3 shall not be entitled to vote.

- 12.6 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 12.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 12.7.1 by the Chairman; or
- 12.7.2 by at least two Members having the right to vote at the meeting; or
- 12.7.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 12.8 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 12.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 12.10 A poll shall be taken as the Chairman directs and he/she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

13. VOTES OF MEMBERS

- 13.1 On a show of hands every Founder Member present in person or by proxy shall have one vote.
- 13.2 On a poll every Founder Member present in person or by proxy shall have one vote.
- 13.3 Members who are not Founder Members shall not be entitled to vote whether on a show of hands, poll or otherwise.
- 13.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 13.5 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"Design Dundee Limited

I/We,, of, being a Member/Members of the above-named company, hereby appoint.....of....., or failing him/her, of as my /our proxy to vote in my / our name[s] and on my/our behalf at the general meeting of the above-named company to be held on 20..., and at any adjournment thereof.

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

Resolution No. 1 **[Insert brief details of resolution]** *for *against

Resolution No.2 **[Insert brief details of resolution]** for *against

*Delete as appropriate

Signed on20...."

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

- 13.6 A Founder Member who wishes to appoint a proxy to vote on its behalf at any meeting:
- 13.6.1 shall lodge with the Company, at the Company's registered office, a written instrument of proxy (in the form prescribed by Article 13.5) signed by an appropriate officer of the Member; or
- 13.6.2 shall send by electronic means to the Company at such electronic address as may have been notified to the Members by the Company for that purpose, an instrument of proxy (in the form prescribed by Article 13.5),

provided that (in either case) the instrument of proxy is received by the Company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, the adjourned meeting).

- 13.7 An instrument of proxy which does not conform to the provisions of Article 13.6, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 13.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic form, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 13.9 The proceedings at any general meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present, or voting, or by reason of any business being considered which is not specified in the notice, unless such specification is a requirement of the Act.
- 13.10 The Chairman of a general meeting shall not be entitled to a second or casting *vote* in the case of an equality of votes in relation to any resolution.

14. VIDEO CONFERENCE ETC. MEETINGS

Subject to the provisions of these Articles, a Member may participate in a general meeting of the Company by means of video conferencing facilities or similar communications equipment whereby all the Members participating in the meeting can see and hear each other and the Members participating in a meeting in this manner shall be deemed to be present in person at such a meeting.

15. DIRECTORS

- 15.1 The number of Directors shall be not less than three and not subject to any maximum number. The Company may by ordinary resolution set a maximum number of Directors or increase or *reduce* said maximum number.
- 15.2 There shall be not less than three Founder Directors.

16. ALTERNATE DIRECTORS

- 16.1 Any Founder Director may appoint any other Director, or any other person willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him/her. For the avoidance of doubt, none of the Independent Directors shall be entitled to appoint an alternate director.

- 16.2 An alternate Director shall, subject to the terms of the notice concerning their appointment, be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his/her appointor is a member, to attend and vote at any such meeting at which the Founder Director appointing him/her is not personally present and generally to perform all the functions of his/her appointor as a Director in his/her absence but shall not be entitled to receive any remuneration from the Company for his/her services as an alternate Director. It shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
- 16.3 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Founder Director making or revoking the appointment or in any other manner approved by the Founder Directors.
- 16.4 A notice appointing an alternate Director may specify that the appointment is to relate only to the particular meeting at which the Founder Director will not be present; in the absence of a statement to that effect, the appointment will be deemed to relate to carrying out all the functions of the Founder Director until such time as the appointment is revoked.
- 16.5 An alternate Director shall cease to be an alternate Director if his/her appointor ceases to be a Director. The preceding provisions of this Article shall not apply where a Founder Director vacates office at the conclusion of an annual general meeting and is immediately re-appointed as a Director.
- 16.6 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/her own acts and defaults and he/she shall not be deemed to be the agent of the Founder Director appointing him/her.

17. POWERS OF DIRECTORS

- 17.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 17.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers (otherwise than by power of attorney).
- 17.3 All powers and actings by the Directors shall be restricted by and subject to Article 7 of these Articles.

18. DELEGATION OF DIRECTORS' POWERS

- 18.1 Subject to the provisions of these Articles, the Directors may delegate any of their powers to any committee consisting of two or more Directors. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him/her. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions and the other provisions of these Articles, the proceedings of a committee with two or more Directors shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 18.2 In addition to their powers under Article 18.1, the Directors may delegate their powers to any committee consisting of one or more *Directors* and such other individuals (who need not be Directors or employees of the Company) as the Directors may consider appropriate. The provisions of Article 18.1 shall apply in relation to any such committee, subject to the qualification that the vote of any committee formed under the preceding provisions of this Article shall be limited (except to the extent that the Directors otherwise determine) to the issue of reports and recommendations for consideration by the Board.

19. NOMINATIONS COMMITTEE

- 19.1 The Board shall establish a committee (referred to in these Articles as the "**Nominations Committee**") within a reasonable period of time after formation of the Company to guide the Founder Members in relation to the selection of appropriate individuals for appointment as Independent Directors.
- 19.2 The Nominations Committee shall comprise a minimum of three individuals (two being Founder Directors and (for so long as there is at least one Independent Director) one being an Independent Director and one of this number shall be the Chairman of the Board) appointed by the Board.
- 19.3 Subject to Article 19.2 the composition and proceedings of the Nominations Committee shall be governed by such standing orders as may be issued by the Directors from time to time.
- 19.4 In carrying out its functions, the Nominations Committee shall give effect to the following principles:
- 19.4.1 the Nominations Committee should set an appropriate skills and other attributes matrix to guide it in selecting and *evaluating* appropriate candidates and should review and adjust that skills matrix from time to time;
 - 19.4.2 nominations for Directors falling within the remit of the Nominations Committee should be sought from a range of appropriate sources;
 - 19.4.3 all expressions of interest should be considered by the Nominations Committee; and

- 19.4.4 the Nominations Committee should maintain a register of suitable candidates for future reference.

20. AUDIT COMMITTEE

- 20.1 The Directors shall establish a committee (referred to in these Articles as the **"Audit Committee"**) to assist the Board in fulfilling its responsibilities with regard to oversight of:
- 20.1.1 the Company's financial statements and auditing, accounting and related reporting processes;
 - 20.1.2 the Company's systems of internal control regarding finances, accounting and financial reporting;
 - 20.1.3 the Company's risk management systems; and
 - 20.1.4 the Company's corporate governance policies and practices concerning, inter alia, business conduct, ethics and integrity and whistleblowing.
- 20.2 The Audit Committee shall comprise the chair of the Audit Committee (as appointed by the Board, provided that the chair of the Audit Committee shall not also be the Chairman of the Board) and at least two other individuals appointed by the Board, at least one of whom shall be a Founder Director.
- 20.3 Subject to Article 20.2, the composition and proceedings of the Audit Committee shall be governed by such standing orders as may be issued by the Directors from time to time.

21. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 21.1 Subject to Article 15, each Founder Member, so long as it remains a Member of the Company, may by notice in writing to the Company, signed on its behalf by an appropriate officer:
- 21.1.1 appoint any person who is willing so to act to be a Director of the Company (a **"Founder Director"**); or
 - 21.1.2 remove any Founder Director so appointed from such office and appoint another individual in that person's place.
- If a Founder Member elects not to appoint a Founder Director under Article 21.1.1 it shall be entitled to appoint by written notice to the Company from time to time any person as an observer to the Board and to remove and replace such person at any time. An observer shall, by virtue of his/her appointment, be entitled to receive notice of, attend and speak at all meetings of the Board but shall not be entitled to vote.
- 21.2 The Board shall be empowered to invite persons other than Directors and observers appointed pursuant to Article 21.1 to attend Board meetings.

- 21.3 Subject to Article 15, a majority of the Founder Members, so long as they remain Members of the Company, may by a joint notice in writing to the Company, signed on each Founder Member's behalf by an appropriate officer of each of such bodies:
- 21.3.1 appoint any person who is willing so to act to be a Director of the Company (an **"Independent Director"**), provided that no elected representative (with the exception of such person as holds the office of Lord Provost of Dundee from time to time), officer, board member or employee of any of the Founder Members may be appointed pursuant to this Article 21.3.1; or
 - 21.3.2 remove any Independent Director so appointed from such office and appoint another individual in that person's place.
- 21.4 As detailed in Article 19.1, the Founder Members shall be guided by the Nominations Committee in relation to the selection of appropriate individuals for appointment as Independent Directors but until such time as the Nominations Committee is established the reference in this Article and Article 19.1 to the Founder Members being guided by the Nominations Committee shall be disregarded.
- 21.5 Any appointment or removal of a Director under either Article 21.1 or 21.2 shall have effect from the date on which the relevant notice is given to the Company.
- 21.6 Subject to these Articles, each director shall retire at the general meeting following the third anniversary of his or her appointment or reappointment (or, if applicable, the general meeting on the third anniversary of his or her appointment or reappointment).
- 21.7 Subject to Article 21.8, a Director who is due to retire at the end of a three year term in accordance with Article 21.6 (**"a retiring Director"**) shall be eligible for re-appointment in terms of Article 21.1 and a retiring Director shall be deemed to have been re-appointed if his/her vacancy is not filled at the general meeting at which they would, but for this provision, have retired and he/she is willing to act as a Director unless it is resolved not to fill his/her vacancy or it is resolved that he/she should not be so appointed or any resolution for his/her appointment is not carried.
- 21.8 If a Director has served three consecutive three year terms he/she shall not be eligible for appointment as a Director for a period of one year commencing on the expiry of the third consecutive term and ending on the first anniversary thereof.

22. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 22.1 Subject to the other provisions of these Articles, a Director shall cease to be a Director on the happening of any of the following events:
- 22.1.1 he/she ceases to be a Director by virtue of any provision of the Act or he/she becomes prohibited by law from being a Director or a charity trustee (within the meaning of the 2005 Act); or
 - 22.1.2 he/she is removed from office pursuant to Article 21.1; or
 - 22.1.3 he/she becomes bankrupt or is sequestrated or makes any arrangement or composition with his creditors' generally; or

- 22.1.4 he/she is, or may be, suffering from mental disorder and either:
- (a) he/she is incapable in terms of the Adults with Incapacity (Scotland) Act 2000; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, guardian or other person to exercise powers with respect to his/her property or affairs; or
- 22.1.5 in the case of a Founder Director, the person which appointed him/her ceases to be a Member; or
- 22.1.6 he/she becomes incapable for other medical reasons of fulfilling the duties of his/her office and such incapacity has continued, or is expected to continue, for a period of more than six months;
- 22.1.7 he/she resigns office by notice to the Company; or
- 22.1.8 he/she becomes an employee of the Company; or
- 22.1.9 he/she shall for more than six consecutive months have been absent (without permission of the Directors) from meetings of Directors held during that period and the Directors resolve that his/her office be vacated; or
- 22.1.10 he/she is removed from office by resolution of the Directors on the grounds that he/she is considered to have been in serious or persistent breach of his/her duties under section 66(1) or (2) of the 2005 Act; or
- 22.1.11 he/she is *removed from* office by an ordinary resolution passed in accordance with the Act; or
- 22.1.12 he/she held the office of Lord Provost of Dundee at the time of being appointed as a Director of the Company pursuant to Article 21.3.1 and he/she has subsequently ceased to hold the office of Lord Provost of Dundee for any reason whatsoever.
- 22.2 A resolution under Article 22.1.10 shall be valid only if:
- 22.2.1 the Director who is the subject of the resolution is given reasonable prior written notice by the Directors of the grounds upon which the resolution for his/her removal is to be proposed;
 - 22.2.2 the Director concerned is given the opportunity to address the meeting of Directors at which the resolution is proposed, prior to the resolution being put to the vote; and
 - 22.2.3 at least two thirds (to the nearest round number) of the Directors (excluding for this purpose the Director who is the subject matter of the resolution) vote in favour of the resolution.

23. REMUNERATION OF DIRECTORS

- 23.1 Except as provided for in Article 4.3 and Article 23.2, the Directors shall not be entitled to receive any remuneration in respect of their office as Directors and shall not be employees of the Company. This provision shall not, for the avoidance of doubt, prohibit the appointment of any employee of any subsidiary of the Company to the office of Director of the Company.
- 23.2 No more than one third of the Directors shall be permitted to be (and be remunerated as) employees of the Company.

24. DIRECTORS' EXPENSES

The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings of the Company or otherwise in connection with the performance of their duties as officers of the Company.

25. DIRECTORS' INTERESTS

- 25.1 Subject to the Act and these Articles, and provided that the matter has been disclosed to and authorised by the Directors in accordance with section 175 of the Act or by resolution of the Members, a Director may be in any situation in which he/she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which he/she would otherwise be under a duty to avoid pursuant to section 175 of the Act and he/she shall not be accountable to the Company for any profit, remuneration or benefit realised by or accruing to him/her on consequence of any such situation, and no transaction or arrangement shall be liable to be avoided, by reason of his/her office or of the fiduciary relationship thereby established.
- 25.2 Any authorisation pursuant to Article 25.1 shall be for such duration and subject to such terms and conditions as Directors or Members (as the case may be) shall determine and may be varied or terminated at any time. In particular, but without limitation, any such authorisation may (but need not) provide that:
- 25.2.1 if the Director has obtained any information, otherwise than as a Director of the Company, in respect of which he/she owes a duty of confidentiality to another person, the Director is under no obligation to disclose such information to the Company or to use or apply such information in performing his/her duties as a Director of the Company where to do so would be a breach of that duty of confidentiality; and/or
 - 25.2.2 the Director shall not be given any information relating to the matter which has been authorised; and/or
 - 25.2.3 the Director shall not be counted in the quorum present nor shall he/she be entitled to deliberate and vote at any meeting of the Directors in respect of any resolution relating to that matter.

- 25.3 A Director shall not be counted in the quorum present nor shall he/she be entitled to deliberate and vote at any meeting of the Directors:
- 25.3.1 in respect of any resolution to authorise a matter pursuant to Article 25.1; or
 - 25.3.2 in respect of any resolution relating to a matter which has been authorised pursuant to Article 25.1 where the terms of that authorisation do not permit this; or
 - 25.3.3 in respect of any other resolution in which he/she has an interest unless:
 - (a) his/her interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - (b) he/she has disclosed the nature and extent of his interest to the other Directors (to the extent that they are not already aware of it).
- 25.4 Without prejudice to the provisions of Article 25.1, a Director may be an officer, elected representative or employee of any of the Founder Members and the duty of any Director under *section 175 of the Act* to avoid situations under which he/she has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company shall not extend to any such relationship with any of the Founder Members.
- 25.5 For the avoidance of doubt, Articles 25.1 and 25.4 shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any conflict of that nature shall be governed by the provisions of the Articles 23, 24, 25.3, 25.4 and 25.7-25.9.
- 25.6 A Founder Director shall, notwithstanding the provisions of Article 25.3 be entitled to vote in relation to a particular matter notwithstanding that he/she or the Founder Member who appointed him/her may have an interest in that matter but on the basis that in exercising his/her voting rights in respect of any such matter, the Directors shall comply with the provisions of Article 26.
- 25.7 The Company may (subject to the 2005 Act) by ordinary resolution suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of Article 25.3 and 25.6.
- 25.8 If a question arises at a meeting of Directors or at a meeting of a committee of Directors to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman. The Chairman's ruling in relation to any Director other than himself/herself shall be final and conclusive.
- 25.9 Any reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

26. CONDUCT OF DIRECTORS

- 26.1 It is the duty of each Director of the Company to take decisions (and exercise his/her powers and responsibilities as a Director) in such a way as he/she considers, in good faith, will be most likely to promote the success of the Company in achieving its objects (as set out in Article 2 of these Articles) and be in the interests of the

Company, and irrespective of any office, post, engagement or other connection which he/she may have with any other body which may have an interest in the matter in question.

- 26.2 Without prejudice to the principle set out in Article 26.1 and subject to the provisions of Article 25, each of the Directors shall have a duty, in exercising their functions as a charity trustee, to act in the interests of the Company and, in particular, must:

26.2.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its purposes;

26.2.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

26.2.3 in circumstances capable of giving rise to a conflict of interest between the Company and any party responsible for the appointment of a Director:

(a) put the interests of the Company before that of the other party; or

(b) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any deliberation or decision of the other Directors with respect to the matter in question; and

26.2.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by virtue of the 2005 Act.

27. PROCEEDINGS OF DIRECTORS

- 27.1 Subject to the provisions of these Articles and the Act, the Directors may regulate their proceedings as they think fit. Meetings of the Board of Directors shall be held at such intervals and locations (which may be outside the United Kingdom) as the Directors may by resolution (passed by a simple majority of those voting) decide.

- 27.2 Any Director may call a meeting of the Directors. Notice of meetings shall be given to each Director, but need not be in writing. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his/her appointor to a separate vote on behalf of his/her appointor in addition to his/her own vote.

- 27.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be three. A person who holds office only as an alternate Director shall, if his/her appointor is not present, be counted in the quorum. A quorum shall not be deemed to be constituted at any meeting of the Directors unless at least two Founder Directors are present at the meeting.

- 27.4 If the quorum required under Article 27.3 is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the Chairman.

- 27.5 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting or of admitting persons to Membership.
- 27.6 The Directors may appoint one of their number to be the Chairman of the Board and such other offices (which shall include the chair of the Nominations Committee but not the chair of the Audit Committee) as the Directors may consider appropriate and may at any time remove the appointee(s) from such offices. Unless he/she is unwilling to do so, the Director so appointed as Chairman shall preside at every meeting of Directors at which he/she is present. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 27.7 The appointments made under Article 27.6 shall be made at meetings of Directors. Each office shall be held until the conclusion of the annual general meeting which next follows any such appointment. A Director whose period of office expires under this Article may be re-appointed to that office under Article 27.6 (provided he/she is willing to act). The appointment of any Director as Chairman of the Board, or as holder of any other office under Article 27.6, shall terminate if he/she ceases to be a Director or if he/she resigns from that office by notice to the Company. If the appointment of a Director to any office under Article 27.6 terminates, the Directors shall appoint another Director to hold office in his/her place in accordance with that Article.
- 27.8 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
- 27.9 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as it if had been passed at a meeting of Directors or (as the case *may* be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his/her appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
- 27.10 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his/her ruling in relation to any Director other than himself/herself shall be final and conclusive.
- 27.11 Subject to the provisions of these Articles, a Director may participate in a meeting of the Board or a committee of the Board by means of conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

28. SECRETARY

A secretary may be appointed by the Directors from time to time for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

29. ACCOUNTS

No Member (not being a Director) shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary *resolution* of the Company.

30. ACCOUNTS AND AUDIT

- 30.1 The Directors shall cause proper books of account to be kept with respect to:
- 30.1.1 all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
 - 30.1.2 all sales and purchases by the Company; and
 - 30.1.3 the assets and liabilities of the Company.
- 30.2 The books of account shall be kept at the registered office, or subject to the Act, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.
- 30.3 The Directors shall comply with the provisions of the Charities Accounts (Scotland) Regulations 2006 (or any statutory modification or re-enactment thereof). No Chartered Accountant or Independent Examiner (or firm) shall be considered ineligible for appointment as auditors or Independent Examiner(s) of the Company by reason only of the fact that one of the Directors may be a principal, partner, member or director of the partnership, limited liability partnership or company as the case may be.
- 30.4 The Company's accounts shall be examined each year by an Independent Examiner or audited annually by a Chartered Accountant or firm of Chartered Accountants (as required in terms of Charity Accounts (Scotland) Regulations 2006) who shall have access to all papers, books, vouchers, accounts and documents relating to the Company and shall make and sign a report on such Accounts.

31. NOTICES

- 31.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic means to an address for the time being notified for that purpose to the person giving the notice.

- 31.2 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his/her registered address or by leaving it at that address or by giving it using electronic means to an address for the time being notified to the Company by the Member or, subject to the Company notifying Members of the presence of a notice on a website and complying with the other requirements of the Act, by means of a website. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him/her, or an address to which notices may be sent using electronic means, shall be entitled to have notices given to him/her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 31.3 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 31.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice sent or applied electronic means was transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice sent or supplied by electronic means, at the expiration of 24 hours after the time it was sent.

32. INDEMNITY

- 32.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, provided that this Article shall not operate to provide an indemnity against any liability attaching to a Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company except as permitted by the Act.
- 32.2 The Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual purported execution or charge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the Company.

33. DISSOLUTION OR WINDING UP

If the Company is to be wound up or dissolved or if at any time it appears to the Directors that the property of the Company is of such size that there is no reasonable prospect of the Company property or some part of it being required, either as a source of income or for payment or application as capital, in any future

year or years for the objects of the Company, or it appears to the Directors that the Company cannot continue to serve a useful purpose or that its property could be more suitably and effectively applied, the Directors may decide that the Company property or such part of it, shall cease to be held as, or as part of, the Company but shall from the date of such decision be held by them for, and shall accordingly be paid, applied and made over by them to, for, or among, or for the benefit of such charitable institutions, trusts, funds or other recipients (having purposes which are charitable only) as the Directors shall decide, subject to the satisfaction of debts and liabilities and to the provisions of Articles 2 and 7. For the avoidance of doubt, the Directors' decision is subject to any requirement to seek consent under the 2005 Act