

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
(as amended by Special Resolution dated 25 November 2002)**

of

UNITED KINGDOM WOODLAND ASSURANCE STANDARD* (UKWAS)

- 1 The name of the Company is UNITED KINGDOM WOODLAND ASSURANCE STANDARD* (UKWAS)".
- 2 The Registered Office of the Company will be situated in Scotland.
- 3 The Company's objects are to own, interpret, develop and promote a certification standard for forest management ("Standard") in the United Kingdom on behalf of United Kingdom forestry and environmental communities, and bodies which represent the interests of people working in woods and forests or using them for the purposes of recreation, for the general benefit of the public.
- 4 In furtherance of the said objects, but not further or otherwise, the Company may exercise the following powers:-
 - 4.1 To maintain and develop the Standard and deal with questions of clarification and interpretation;
 - 4.2 To monitor, facilitate and control use of the Standard;
 - 4.3 To establish and manage an interpretation panel to deal with all questions in relation to the Standard;
 - 4.4 To provide advice, and other assistance in connection with the objects provided in this memorandum;
 - 4.5 To establish and assist the international, national and regional exchange of ideas and information in relation to forestry, disseminate the useful products thereof and establish and maintain such local, national and international links with other bodies, institutions and companies as may assist in the achievement of the foregoing;
 - 4.6 To provide, promote, encourage or undertake organised research, surveys, investigations and experimental work in connection with the objects of the Company and to publish the results of same for the benefit of the general public;
 - 4.7 To enter into agreements with such companies, associations and societies, funding bodies, professional organisations and other sponsors to provide goods and services in connection with the Company's activities;

* Name changed by Special Resolution dated 24 June 2002.

- 4.8 Subject to Clause 5 hereof to employ and pay such accountants, solicitors and other professional persons, advisers, workmen and other staff as are necessary for the furtherance of the objects of the Company;
- 4.9 To receive, allocate and administer subscriptions, donations, grants, contributions, 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 subscriptions, donations, grants, contributions, gifts or bequests and generally to manage, invest and expend all monies belonging to the Company;
- 4.10 To organise, promote and manage or cause to be organised, promoted or managed fund-raising activities, to issue appeals, hold public meetings and take such steps as may be deemed necessary or desirable for the purposes of procuring contributions to the funds of the company by way of donations or otherwise;
- 4.11 To purchase, take on lease or in exchange, hire or otherwise acquire and hold any heritable or moveable, real or personal property, and to maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such heritable or moveable, real or personal property and to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of its property or assets whether present or future;
- 4.12 To invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or properties 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;
- 4.13 To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;
- 4.14 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.
- 4.15 Subject to such consents as may be required by law, to sell, let, grant heritable security, charge, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects;
- 4.16 To assist any person, body or bodies financially or otherwise in the furtherance of the above purposes or any of them;
- 4.17 To borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit and to issue any debentures or debenture stock, whether perpetual, irredeemable or otherwise;
- 4.18 To raise funds for and to make donations to charity which donations may represent the whole or any part of the income of the Company for any accounting period or to be made out of any other monies of the Company and

generally to establish, promote, form and support or aid in the establishment, promotion and formation and support of any charitable association or body and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the objects of the Company;

- 4.19 To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, designs, trade marks, licences, concessions and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences or privileges in respect of or otherwise turn to account any rights and information so acquired;
- 4.20 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- 4.21 To enter into any arrangement with any Institution, Corporation, Company, Association, firm or person or with any government or Public Authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or Public 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;
- 4.22 To insure and arrange insurance cover for and to indemnify the Company's officers, employees and voluntary workers and those of its members from and against all risks incurred in the course of the performance of their duties as may be thought fit;
- 4.23 Subject to the provisions of Clause 5 hereof, to establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants;
- 4.24 To transfer all or any part of the undertaking, assets and liabilities of the Company to or to take over, federate or amalgamate with, or to affiliate or become affiliated to any other institution, company or association having charitable objects similar in whole or in part to those of the Company provided that any such institution, company or association is prohibited from the payment of dividend, bonus or profit to its members at least to as great an extent as such payment is prohibited to members of the Company and further provided that this Clause shall not authorise anything which shall prevent the Company from properly and usefully carrying out its functions as contemplated by this Memorandum of Association;
- 4.25 To form any subsidiary to further or assist in carrying out the objects of the Company, whether directly or indirectly;

- 4.26 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and/or any subsidiary company formed to further or to assist in carrying out the objects of the Company;
- 4.27 To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may be lawfully be undertaken by the Company;
- 4.28 To apply for, promote and obtain any Private Act of Parliament, Provisional Order, Royal Charter or licence or any authority for enabling the Company to carry any of its objects into effect or affecting any modification of the Company's Constitution calculated directly or indirectly to promote the Company's interest and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;
- 4.29 To co-operate and enter into arrangements with authorities, national, local or otherwise;
- 4.30 To procure the Company to be registered in any country or place;
- 4.31 To establish where necessary local branches (whether autonomous or not);
- 4.32 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;
- 4.33 To do all such other things as may be incidental or conducive to the Company's objects or any of them PROVIDED THAT: -
- a) In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts;
 - b) The Company's objects shall not extend to the regulation of relations between workers and employees or organisations or workers and organisations of employers.
- 5 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 the Members of the Company PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:-
- 5.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, or any Director of the Company who is employed by the Company in an administrative or technical capacity, or being a person engaged in any profession of all usual professional or other charges for work done by him or his firm when instructed by his co-directors so to act in that capacity on behalf of the Company, provided always that such remuneration is not for services solely rendered to the Company in the capacity of Director;

- 5.2 of interest on money lent by any Member of the Company or of its Board of Directors at a rate per annum not exceeding Two per centum less than base lending rate for the time being prescribed by the Bank of Scotland or Three per centum whichever is the greater;
 - 5.3 of reasonable and proper rent for premises let by any Member of the Company or its Board of Directors;
 - 5.4 of fees, remuneration or other benefit in money or money's worth to any Company of which a Member of the Board of Directors of the Company may also be a Member holding not more than one-hundredth part of the capital; and
 - 5.5 to any Director of out of pocket expenses.
- 6 The liability of the Members is limited.
 - 7 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Company in the event of its being wound up during the time that he is a Member, or within one year afterwards for the 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 the same and for the adjustment of the rights of the contributories amongst themselves.
 - 8 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 among its or their Members to an extent at least as great as is imposed on the Company by Clause 5 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 the such provision, then to some other charitable institution.
 - 9 True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being shall be open to the inspection of the Members.

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

NAMES and ADDRESSES of SUBSCRIBERS

..... [signature]
TM Company Services Limited
66 Queen Street
Edinburgh
EH2 4NE

..... [signature]
Reynard Nominees Limited
66 Queen Street
Edinburgh
EH2 4NE

Dated:

Witness:

Designation:

THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM
(as amended by Special Resolution dated 25 November 2002)

and

ARTICLES OF ASSOCIATION
(as adopted by Special Resolution dated 25 November 2002)

of

UNITED KINGDOM WOODLAND ASSURANCE STANDARD
(UKWAS)

2002
LJB.F590.49
FAS NO 7646



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