



SHEPHERD+ WEDDERBURN

Deed of Amendment
by
The Trustees of the Clan Donald Lands Trust
in relation to
The Deed of Trust constituting the Clan Donald Lands Trust

2013

We, **JAMES G S MACDONALD OF AIRD**, Hooke Farm, Hook Beaminster, Dorset **JAMES A MCDONALD**, 9131 Brighton Place, Savannah, Georgia, 31406 USA, **RANALD MACDONALD OF CLANRANALD**, 13 Eccleston Street, Belgravia, London, **RANALD MACDONELL OF GLENGARRY**, 2 Randal Crescent, Reigate, Surrey, **GREGORY A INSKIP**, PO Box 951, Wilmington, Delaware, 19801 USA, **SIR IAN MACDONALD OF SLEAT, BT**, Thorpe Hall, Rudston, Drifffield, East Yorkshire, **DR ANGUS MACDONALD**, An Comhnardan, Braes, Isle of Skye, **MAJOR BRUCE W MACDONALD**, RET 11 Brockman Drive, James Island, Charleston, South Carolina, USA, **HAROLD M MCISAAC CA**, care of McIsaac Care Giving Agency, PO Box 65-201, Mairangi Bay, North Shore City, 0754, Auckland, New Zealand, and **MARK E MACDONALD**, 3765 Brighton Way, Reno, Nevada 89509 ("the Trustees") the Trustees presently acting in terms of a Deed of Trust dated 29 March and 3, 5 and 15 April and registered in the Books of Council and Session on 20 April, all in the year 1971 (hereinafter referred to as "the Deed of Trust") and which constituted the Clan Donald Lands Trust (the "Trust")

CONSIDERING THAT:

- (FIRST) We as Trustees aforesaid desire to make certain amendments to the Trust Deed as are hereinafter set out; and
- (SECOND) The proposed amendments have been sanctioned by the Office of the Scottish Charity Regulator in terms of Section 39 of the Charities and Trustee Investment (Scotland) Act 2005 evidenced by a letter from OSCR to Shepherd and Wedderburn LLP dated 9 March 2012 (a copy of which is annexed hereto).

NOW THEREFORE

We, as Trustees aforesaid, hereby amend the Deed of Trust by deleting clauses ONE, TWO, THREE, FOUR, FIVE, and SIX of the Deed of Trust and in their place declare that the following provisions shall govern the operation of the Trust.

1. Name

The name of the Trust shall be the Clan Donald Lands Trust

2. Trustees

- 2.1 The number of the Trustees shall not be less than three and in the event of the number falling below three such additional Trustees or Trustee shall be appointed as shall be necessary to make the number up to three but the Trustees may from time to time exercise all or any of the powers and discretions herein contained, notwithstanding any vacancy or vacancies in their number;
- 2.2 A majority of the Trustees shall form a quorum.
- 2.3 In addition to the Trustees who are assumed into office from time to time the Chief of the Name and Arms of Macdonald, the Chief of Glengarry, the Chief of Clanranald and the Chief of Sleat and their successors in office from time to time shall be entitled to be Trustees ex officio.

3. Charitable Purposes

The Trustees shall hold the Trust Fund for the following purposes (the "Purposes") DECLARING THAT nothing in these presents shall authorise the expenditure of the Trust Fund for purpose which are not charitable purposes under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and which are also regarded as charitable in relation to the application of the Taxes Acts ("Charitable Purposes"):-

- 3.1 Operating and maintaining the Clan Museum on the Clan Lands in the Island of Skye for the purpose of fostering Clan sentiment and interest and the encouragement of education of members of the Clan and the general public in the history of the Highland Clans and Clan Donald in particular and the collection and preservation of records and traditions and objects of historic interest bearing on the history of Clan Donald.
- 3.2 The relief of those who are in need by reason of age, ill-health, disability, financial hardship or other disadvantage and in selecting those individuals who may benefit from such assistance the Trustees shall be entitled to take into account an individual's connection with the Clan Donald (and its septs) and also his or her place of residence.
- 3.3 Providing funds to assist in the education of Clansmen, to provide scholarships at schools and universities for the sons and daughters of Clansmen.
- 3.4 Encouraging the advancement of education and the arts, heritage and culture by promoting the general public's understanding and appreciation of the history and traditions of the Lordship of the Isles, the Highland Clans and Clan Donald in particular.

- 3.5 Providing a recreational facility for the enjoyment of the general public through the management of the Trust's land and buildings and by providing, maintaining and making available facilities such as the gardens at Armadale Castle, a children's play area and a network of tracks and paths.

4. Office Holders

- 4.1 The Trustees may elect a Chairman and a Vice Chairman and shall determine the period for which the offices are to be held.
- 4.2 In the event of the Chairman's absence, death or inability to act due to illness or incapacity or upon the office of Chairman being vacant for any other reason, the Vice Chairman shall be entitled to exercise all of the functions of the Chairman.
- 4.3 The Trustees may appoint a Secretary who may be one of their own number or an employee of the Trust.

5. Decision Making - Trustee Meetings

- 5.1 The Chairman or any Trustee, with the consent of the Chairman, may at any time cause the secretary to convene a meeting of the Trustees.
- 5.2 The Chairman shall preside at all meetings of the Trustees save that if at any meeting the Chairman is not present within ten minutes after the time appointed for the same, the Vice Chairman shall take his place and if neither individual is so present, the Trustees may choose one of their number present to be preside at the meeting.
- 5.3 Questions arising at any meeting shall be decided by a majority of votes each Trustee having one vote and in the case of an equality of votes the individual presiding in terms of clause 5.2 shall have a second or casting vote.
- 5.4 A majority shall be a simple majority save that in the case of the removal of a Trustee then the special majority called for by Clause 9 hereof will apply.
- 5.5 Notice of every meeting shall be sent by post or e-mail to each Trustee by the Secretary. Any Notice posted or e-mailed ten clear days before the date of the meeting shall be deemed to have been duly served.
- 5.6 Every Notice of a meeting shall state the place, day and hour of the meeting and the business to be transacted at the said meeting.

- 5.7 A Trustee may attend a meeting in person or by such other method as the Chairman shall approve.

6. Minutes

- 6.1 The Trustees shall ensure that proper minutes are kept by the Secretary, said minutes to contain all resolutions and proceedings of the Trustees.
- 6.2 An excerpt of the minutes of any meeting signed and certified as accurate by the Chairman shall be conclusive proof to all parties of the proceedings at the relevant meeting.

7. Decision Making – Written Resolutions

- 7.1 As well as making decisions at a meeting in terms of Clause 5 the Trustees may also make a decision by written resolution (a "Resolution").
- 7.2 The Chairman, or any Trustee with the consent of the Chairman, may at any time, put forward an issue to be decided by Resolution.
- 7.3 The terms of a Resolution are to be communicated by the Secretary to all Trustees by post or email.
- 7.4 A Resolution shall be passed if a majority of the Trustees vote in favour of the particular Resolution within 30 days of it being issued in terms of clause 7.3.
- 7.5 In terms of this Clause 7 a vote shall be validly cast if it is either:
- (a) made in writing and delivered to the Secretary at Armadale Castle, Armadale, Sleat, Isle of Skye, Scotland or such other address as the Resolution shall state; or
 - (b) communicated by email to the Secretary; or
 - (c) communicated to the Chairman in any other way in which he in his sole discretion deems sufficient.
- 7.6 A copy of any Resolution accompanied by a certificate by the Chairman that it was passed in terms of this Clause 7 shall be conclusive proof to all parties that the said Resolution was validly passed.

8. Assumption of Trustees

- 8.1 The Trustees may assume any number of additional Trustees always provided that they are (in the sole discretion of the Trustees then in office) members of the Clan Donald or connected thereto.

- 8.2 In addition to any other rule of law, new Trustees may be assumed by either a vote passed in terms of Clause 5 or a Resolution in terms of Clause 7.
- 8.3 If a Trustee is assumed in terms of this Clause 8 then to give effect to the assumption the Chairman shall be entitled to execute on behalf of all Trustees then in office a Deed of Assumption and Conveyance in a form as near as possible to the form given in Schedule B to the Trusts (Scotland) Act 1921 or any statutory successor thereto.

9. Removal of Trustees

The Trustees may in their absolute discretion remove any Trustee by resolution to do so approved either by a vote passed in terms of Clause 5 or a Resolution passed in terms of Clause 7. DECLARING THAT in terms of this Clause 9 only, for such a vote or Resolution to be valid, it must be approved by two-thirds of the Trustees. If the number of the Trustees in either case is not three or a multiple of three then the number of votes required shall be that nearest to two thirds of the Trustees participating in the vote.

10. Execution of Documents

- 10.1 In addition to the terms of Clause 8 hereof the Chairman may execute any document, deed, disposition, conveyance, assignation, lease, contract, notice, agreement, security, court paper or any document associated thereto in his name on behalf of all of the Trustees then in office provided that:
- (a) the relevant act or transaction relating to the particular document in question has been approved first by the Trustees in terms of Clause 5 or Clause 7;
 - (b) the relevant document requires to be executed by the Trustees in terms of the legislation relating tocrofting that is in force from time to time; or
 - (c) the value of the transaction relating to the particular document in question does not exceed £2,000 (or such other sum as the Trustees may from time to time decide).

11. Accounts

The Trustees shall ensure that full and punctual accounts are kept for the Trust and obtain such independent audit or examination of the accounts as may be necessary in accordance with the law and regulations for accounts that from time to time apply to the Trust.

12. Trustee Powers

The Trust Fund shall consist of all property presently in the hands of the Trustees together with other sums of money, securities, assets and property, heritable and moveable, real and personal, from time to time added thereto; the Trust Fund shall be held by the Trustees in trust for the Purposes, and in furtherance of the Purposes the Trustees shall in the administration of the Trust have the following powers:-

- 12.1 Payment shall be made out of the income or capital of the Trust Fund as the Trustees determine of the expenses of administering the Trust.
- 12.2 The Trustees shall have power to make payments from the income of the Trust Fund for the Purposes, or such one or more of them provided the same shall be charitable at such time or times and of such amount or amounts as they in their sole discretion may determine, and the Trustees need not pay the whole income of any particular year, but may either carry forward part or the whole thereof into the succeeding year or years, provided always that such income shall be paid or applied within a reasonable time for the Purposes or such one or more of them as the Trustees may select.
- 12.3 The Trustees shall have power to make payments from the capital of the Trust Fund at such time or times and of such amount or amounts for such one or more of the Purposes as they in their sole discretion shall decide.
- 12.4 The Trustees shall have power to make such loans or advances from the income or capital of the Trust Fund for such one or more of the Purposes all as they in their sole discretion may decide; And such loans or advances shall be made to proper objects of charity with or without heritable or other security or interest thereon and on such other terms and conditions as the Trustees may in their sole discretion decide.
- 12.5 The Trustees may provide financial assistance in any form to any body, corporate or unincorporated, any group, organisation or association active within the United Kingdom and operating for the benefit of individuals or communities within the United Kingdom and itself established for Charitable Purposes.
- 12.6 The Trustees may delegate all or any of the powers, authorities and discretions herein conferred on them to any committee or committees comprising such of the Trustees and any other persons as the Trustees may select. Any minute recording such a delegation must specify all of the parameters within which such delegated authority shall operate and specify

- 14.3 To decide what money represents capital and what represents the income of the Trust Fund and the proportion in which the expenses of the Trust are to be charged against capital and income respectively, notwithstanding any practice or rule of law to the contrary, and all similar questions which may arise in relation to the Trust.
- 14.4 To employ and pay a reasonable remuneration to staff and professional and technical advisers and other persons or bodies whose services are in the opinion of the Trustees required for the carrying out of any of the Purposes and to establish or contribute to Pension Schemes or other arrangements for such employees.
- 14.5 To retain, accept, purchase and sell stocks, bonds, securities or other investments of any and every description and invest in heritable and other securities and whether or not quoted on any recognised stock exchange.
- 14.6 To retain, accept, purchase and sell, lease and take on lease any property, heritable and moveable, real and personal, of any and every description and wherever situated including power to do anything that, in the opinion of the Trustees, is required for the provision of office accommodation and equipment for the Trust.
- 14.7 To retain, accept, purchase and sell any assets of any description and wherever situated.
- 14.8 To borrow on the security of any part of the income or capital of the Trust on such terms as they may think fit.
- 14.9 To undertake or accept any Trusts or obligations which may seem in accordance with the Purposes.
- 14.10 To compromise, compound, abandon or accept any security, heritable or moveable, real or personal, for any debt or other claim relating to the Trust Fund and for that purpose to grant such deeds, assignments or agreements, all as the Trustees think fit.
- 14.11 To refrain from suing or taking any action to enforce any debt or other claim relating to the Trust Fund.
- 14.12 To indemnify and reimburse themselves out of the Trust Fund or any part thereof for any expenses or liabilities which they reasonably incur in relation to the Trust Fund and the Trust hereby created or the performance or exercise of their duties and powers hereunder.
- 14.13 To purchase and maintain for any Trustee insurance against:-
- 14.13.1 any liability which by virtue of any rule of law may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in his capacity as a Trustee;

14.13.2 all costs, charges and expenses which may be incurred by him in contesting such liability or alleged liability;

but always excluding liability arising from any act or omission which the Trustee knew to be a breach of trust or breach of duty or which was committed by the Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not.

14.14 To delegate the management and investment of the Trust Fund to any suitably qualified person or body subject to the Trustees setting out the parameters within which such person or body shall operate and to their consulting with such person or body on a regular basis (and in any event not less than four times a year) as to the performance of the investments and assets comprising the Trust Fund the management of which may have been delegated as aforesaid.

14.15 To manage and maintain the Trust's land and buildings in furtherance of the Purposes.

14.16 To do all other lawful things as are necessary for the attainment of the Purposes.

14.17 Purchasers, debtors and others transacting with the Trustees shall have no concern with the application of the sums to be paid by them to the Trustees or with any of the conditions and provisions contained in these presents nor shall they be entitled to enquire whether these sums be applied or not towards the uses and the Purposes of the Trust, but they shall be sufficiently exonerated and discharged by the conveyances, discharges or other writings to be granted by the Trustees or any Agent duly authorised by them.

15. Trustee Liability

15.1 Every discretion or power conferred on the Trustees shall be an absolute and uncontrolled discretion or power and no Trustee shall be held liable for any loss or damage accruing as a result of his concurring or refusing to or failing to concur in the exercise of any such discretion or power.

15.2 In the execution of the Trust hereby declared no Trustee shall be liable for any loss arising by reason of any proper investment made in good faith by any Trustee or on the authority of the Trustees hereof or by reason of any mistake or omission, fraud excepted; and they shall be entitled to all the privileges and immunities of gratuitous trustees in Scotland.

16. Professional Support

The Trustees shall have power to appoint Solicitors, Agents, Factors, Stockbrokers, Accountants or other such persons to manage the Trust and to pay to such persons so appointed (whether of their own number or not) suitable remuneration and commission at the usual professional rates; and such remunerations and commission may be approved by the Auditor of the Court of Session.

17. Amendment

The Trustees may from time to time alter or amend the provisions of this Deed but nothing in this Clause shall authorise or be deemed to authorise any:-

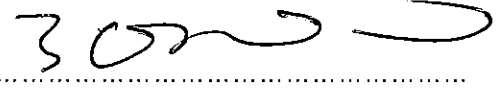
- 17.1 Modification of the Purposes which would conflict with the spirit of the Deed of Trust.
- 17.2 Application of any part of the Trust Fund or the income thereof for any purpose which is not an exclusively a Charitable Purpose.

18. Law of Scotland


This Deed shall be construed and administered in accordance with the Law of Scotland.

IN WITNESS WHEREOF: these presents consisting of this and the 9 preceding pages are signed and witnessed as follows:-

Signature
of Witness
Full Name
Address
.....
.....


.....
..... (James G S Macdonald)
.....
..... (Place)
.....
..... (Date)

Signature
of Witness
Full Name
Address
.....
.....


.....
..... (James A McDonald)
.....
..... (Place)
.....
..... (Date)

Signature

of Witness

Full Name DENNIS O'NEILL

Address c/o BOYSDALE RESTAURANT
LONDON SW1 9CX

Ranald Macdonald of Clanranald

(Ranald Macdonald of Clanranald)

LONDON

(Place)

13th August 2013

(Date)

Signature

of Witness

Full Name MARGARET MACDONALD

Address 1/2 10 AIRD, SLEAT
ISLE OF SKYE
IV45 8RN

Ranald Macdonell of Glengarry

(Ranald Macdonell of Glengarry)

ARMADALE, SKYE

(Place)

15/6/13

(Date)

Signature

of Witness

Full Name SUSAN NELSON

Address 1313 North Market St
Wilmington, DE 19801

Gregory A. Inskip

(Gregory A Inskip)

Wilmington DE 19899 USA

(Place)

July 8, 2013

(Date)

Signature

of Witness

Full Name MARGARET MACDONALD

Address 1/2 10 AIRD, SLEAT
ISLE OF SKYE
IV45 8RN

Sir Ian Macdonald of Sleat

(Sir Ian Macdonald of Sleat, BT)

Armadale

(Place)

15.6.13

(Date)

Signature
 of Witness *M Macdonald*
 Full Name MARGARET MACDONALD
 Address 1/2 10 AIRD SLIAT
 ISLE OF SKYE
 1U45 8RN

Dr Angus Macdonald
 (Dr Angus Macdonald)
 Armadale Skye
 (Place)

15/06/2013
 (Date)

Signature
 of Witness *M Macdonald*
 Full Name MARGARET MACDONALD
 Address 2 10 AIRD SLIAT
 ISLE OF SKYE
 1U45 8RN

Bruce W Macdonald
 (Major Bruce W Macdonald)
 Armadale, Skye
 (Place)

15 June 2013
 (Date)

Signature
 of Witness *M Macdonald*
 Full Name MARGARET MACDONALD
 Address 1/2 10 AIRD SLIAT
 ISLE OF SKYE
 1U45 8RN

Harold M McIsaac
 (Harold M McIsaac CA)
 Armadale Skye
 (Place)

15th June 2013
 (Date)

Signature
 of Witness *M Macdonald*
 Full Name MARGARET MACDONALD
 Address 1/2 10 AIRD SLIAT
 ISLE OF SKYE
 1U45 8RN

Mark E Macdonald
 (Mark E Macdonald)
 ARMADALE, SKYE
 (Place)

15/6/13
 (Date)

129
Mr Douglas Sinclair
Shepherd and Wedderburn
1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL

Your ref: C0228.36/DOS/MHR
Our ref: RS/C&N/11-0854

09 March 2012

Dear Mr Sinclair

Notice of approval of charity reorganisation scheme for Clan Donald Lands Trust (SC007862)

Further to your application for approval of a charity reorganisation scheme relating to the charity named above, I can now confirm that the Office of the Scottish Charity Regulator (OSCR) has approved the proposed scheme. We have made this decision under section 39 (1) of the Charities and Trustee Investment (Scotland) Act 2005 (the 2005 Act).

Consequences

OSCR has approved your proposal as outlined in your application. Should you wish to make any alteration to this proposal, you must make a new application for approval to reorganise the charity.

Notification of changes

Please note that OSCR's approval does not in itself make the change: it provides the charity with the necessary power to make the change. After making the changes described in the scheme, the charity must notify us.

Next steps

1. We would strongly recommend that the charity gives effect to the charity reorganisation scheme as soon as possible. This is important since the scheme outlines conditions which are satisfied and outcomes which are envisaged currently, and this may change.
2. You **must** notify OSCR **within three months** of the date on which the charity reorganisation took effect, and provide us with a signed copy of the charity's new constitution or signed deed of amendment/variation.



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3. When notifying us that the change has taken effect, you must also submit documentation showing that the change has been made in accordance with the decision-making processes laid down in the charity's constitution (or those agreed to for the purpose of reorganising the charity), for example a **signed minute** of the AGM or the meeting at which the proposed change was formally agreed by the charity trustees.
4. The change to your constitution must be **exactly** as set out in the Deed of Amendment attached to your e-mail to OSCR of 09 November 2011.

A 'Notification of Changes Made' form is available to facilitate this notification process. You can download it from the OSCR website, at:

<http://www.oscr.org.uk/meeting-our-requirements/making-changes-to-your-charity/>

I look forward to hearing from you once the charity trustees have put the proposed reorganisation into effect. If you require any further help, please contact me.

Yours sincerely



Kenny Mathers
Charities Services Senior Case Officer
Tel: 01382 346895
kenny.mathers@oscr.org.uk



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