

The Companies Act 1985
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 30 September 2021)

of

Thomas Eggar Trust Corporation Limited

Incorporated on 11 May 1988

Interpretation

1 In these Articles, if not inconsistent with the subject or context:

1.1	"Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof from time to time in force;
	"AJA"	means the Administration of Justice Act 1985;
	"communication"	means the same as in the Electronic Communications Act 2000;
	"Directors"	means a director of the Company who, at any time when IMLLP is a Licensed Body, shall be an IMLLP Member or an IMLLP Partner. Every Director is a Manager of the Company;
	"electronic communication"	means the same as in the Electronic Communications Act 2000;
	"European corporate practice"	has the meaning assigned to it in the Rules;
	"member"	means a person whose name is entered in the Company's register of members;
	"Handbook"	means the Handbook published by the SRA which sets out the standards and requirements which the SRA expects those persons it authorises and regulates to achieve and to comply with, or any modification or re-enactment from time to time in force;
	"IMLLP"	means the incorporated legal services practice of Irwin Mitchell LLP registered at Companies House No OC 343897 which is a Licensed Body;
	"IMLLP Member"	means an individual who is a Member of IMLLP;

"IMLLP Partner" means, either:

- (a) a lawyer who is either employed by IMLLP and styled a partner or who is an IMLLP Member; or
- (b) an individual who is either employed by IMLLP and styled a director or associate Director or who is an IMLLP Member and who in either case is not a lawyer; and
- (c) who is notified to the Company as and approved as a director of the Company by all those Directors of the Company who are IMLLP Members and by the SRA as required by the LSA and the Handbook;

"Licensed Bodies"	means bodies for the time being licensed by the SRA to undertake specified Reserved Legal Activity in accordance with the Handbook and the LSA;
"LSA"	means the Legal Services Act 2007;
"Manager"	bears the same meaning as manager as defined and referred to in the glossary to the Handbook;
"non-registered European lawyer"	has the meaning assigned to it in the Rules,
"practising certificate" and "the roll"	have the meanings assigned to them in the Solicitors Act 1974;
"recognised body"	means a body corporate from time to time being recognised under Section 9 of the AJA and the Rules,
"registered European lawyer"	means an individual registered under Regulation 17 of the European Communities (Lawyer's Practice) Regulations 2000;
"registered foreign lawyer"	means a person registered in accordance with Section 89 of the Courts and Legal Services Act 1990;
"Reserved Legal Activity"	bears the same meaning as reserved legal activity in the glossary to the Handbook;
"Rules"	means the Solicitors' Incorporated Practice Rules 2004 or any modification or re- enactment from time to time in force;
"solicitor"	means a person qualified to act as a solicitor under Section 1 of the Solicitors Act 1974; and
"Table A"	means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 as amended at the date of adoption of these articles.

- 1.2 Words importing any one gender include a reference to both other genders, words in the singular include a reference to the plural and vice versa.
- 1.3 Any reference to any provision of the Act, the AJA, the Solicitors Act 1974 or any provision of any other statutory act relevant to these Articles shall be deemed to include a reference to any statutory modification or re- enactment of the provision from time to time in force

Table A

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 3 Regulations 24, 35, 53, 54, 56, 60, 61, 63 to 69 (inclusive), 73 to 78 (inclusive), 80, 87, 94, 95 and 118 of Table A do not apply to the Company
- 4 The following shall not apply to prevent appropriate steps being taken to appoint a new or replacement Director in order to comply with Rule 7(2) or (3)
 - 4.1 the requirement in regulation 38 of Table A to give 21 clear days' notice of an extraordinary general meeting to appoint a Director;
 - 4.2 the quorum for a meeting of the Directors fixed by or under Regulation 89 of Table A;
 - 4.3 the requirement in Regulation 111 of Table A for the notice calling a general meeting to be in writing.

Members

- 5 No person shall be a member of the Company unless he is a solicitor, a registered European lawyer, a registered foreign lawyer, a non-registered European lawyer, a recognised body. Irwin Mitchell LLP (a limited liability partnership registered in England and Wales under registered number OC343897) or a European corporate practice.
- 6 A member shall not hold a share for another person save as permitted by the Rules. A member shall not create any charge or other third party interest (save as permitted by the Rules) over any share.
- 7 A member shall disclose to the Company in writing:
 - 7.1 the nature and extent of any interests in shares registered in his name and the persons by whom such interests are held, and
 - 7.2 any change in the nature and extent of such interests or in the identity of the persons by whom such interests are held,
 forthwith on the creation of or the change in the interest concerned.
- 8 The Company may require a member to furnish any information, document or other matter which the Director may think necessary for the purpose of enabling the Company to comply with the Rules and the member shall furnish the information, document or other matter required within such period as may be determined by the Directors.
- 9 In the event that:
 - 9.1 a member holds any shares or a beneficial owner has an interest in any shares in the Company in such circumstances that the Rules are broken or where such member or beneficial owner ceases for any reason to be Irwin Mitchell LLP (a limited liability

partnership registered in England and Wales under registered number OC343897 or a member of IM LLP; or

9.2 a member or a beneficial owner of a share in the Company dies; or

9.3 a member fails to provide any information, document or other matter required pursuant to article 8 within the period determined by the Directors,

then the Company shall have the right to transfer the shares of such member or in which such beneficial owner is interested to a person (subject to articles 5 and 21) nominated by the Directors and on such terms as the Directors in their discretion shall determine. The Directors shall give notice of any such transfer to the relevant member or beneficial owner.

- 10 For the purpose of effecting any transfer under article 9, the Director may authorise in writing any Director, officer or employee of the Company to execute any necessary transfer on behalf of the registered holder and to issue a new certificate to the transferee. The net proceeds of any consideration (if any) given for any such transfer shall be received by the Company, whose receipt shall be a good discharge for the purchase money, and shall be paid (without any interest being payable thereon and after deduction of any expenses incurred by the Directors in the transfer) to the former registered holder or, in the case of joint holders, the first named joint holder thereof in the register upon surrender by him or on his behalf of any certificate in respect of the shares sold and formerly held by him.
- 11 The Directors shall not be obliged to serve any notice required under article 9 to be served upon any person, if they do not know either his identity or his address. The absence of service or such a notice in such circumstances as aforesaid and any accidental error in or failure to give any notice to any person upon whom notice is required to be served under article 9 shall not prevent the implementation of or invalidate any procedure under article 9 or 10.
- 12 Any resolution or determination of, or decision or exercise of any discretion or power by, the Directors or any of them or by the Chairman of any meeting under or pursuant to the provisions or articles 9, 10 or 11 or as to the manner, timing and terms of any transfer made by the Directors under articles 9 and/or 10 shall be final and conclusive and any disposal or transfer made, or other things done, by or on behalf of, or on the authority of the Directors or any of them pursuant to articles 9, 10 or 11 shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever.
- 13 The provisions of these 9, 10, 11 and 12 shall apply notwithstanding any other provisions of these articles or applicable regulations of Table A and such other provisions or regulations shall be read and construed as subject to the provisions of those articles.

The Rules

- 14 The management of the Company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject to the Rules and nothing in the regulations of the Company shall be construed as authorising any breach of the Rules or any rules, principles or requirements of conduct applicable to recognise bodies by virtue of the Rules or Section 9 of the AJA.

Share Capital

- 15 The Company's authorised share capital of £250,000 is divided into 2 ordinary shares of £1 each and 249,998 redeemable shares of £1 each (the "Redeemable Shares").

16 The Redeemable Shares shall confer on their holders the following rights

16.1 AS TO INCOME

The Redeemable Shares shall confer no right to any dividend nor any right to participate in the profits of the Company.

16.2 AS TO CAPITAL

The right on a winding up or other return of capital to repayment, in priority to any payment to the holders of any other shares in the capital of the Company of the amounts paid up on the Redeemable Shares held by them including any premium.

16.3 AS TO VOTING

16.3.1 The right to receive notice of, to be present and speak at and to vote in person or by proxy at any general meeting of the Company or by way of written resolution if the proposition to be submitted to the meeting abrogates or vanes the special rights and privileges attaching to the Redeemable shares.

16.3.2 On a show of hands every holder of Redeemable shares present in person shall have one vote and on a poll every such holder present in person or by proxy shall have one vote for every Redeemable Share held by him.

16.3.3 Save as aforesaid the Redeemable Shares shall confer no further rights to vote or to participate in the profits or the assets of the Company.

16.4 AS TO REDEMPTION

The Redeemable Shares shall, subject to the provisions of Chapter VII of Part V of the Act, be redeemed upon and subject to the following terms and conditions

16.4.1 The Company shall have the right, at any time after the first anniversary of the date of the allotment of any Redeemable Share (provided it is fully paid) to redeem such shares at par and in the case of a partial redemption proportionately in respect of each holding of Redeemable Shares, but in any event shall on 31st December 2996 redeem at par (or such greater amount equal to all sums then paid up on such shares) all of the Redeemable shares which are outstanding at that date, and if, in accordance with Chapter VII or Part V of the Act. Redeemable Shares shall not on any such date be capable of being redeemed by the Company, such redemption shall be effected as soon as is possible after the Redeemable Shares shall have become capable of being redeemed.

16.4.2 Not less than one (1) month's notice of the intention of the Company to redeem shall be given to the holders of the Redeemable Shares to be redeemed. The notice shall be in writing and shall fix the time and place for such redemption. At the time and place so fixed the registered holders of the Redeemable Shares to be redeemed shall be bound to deliver up to the Company the relative certificates for cancellation, and the Company shall pay to them the redemption money in respect of such Redeemable Shares.

16.4.3 If any holder of Redeemable Shares shall fail or refuse to surrender the certificate or certificates for such Redeemable Shares or shall fail or refuse to accept the redemption money payable in respect of them such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever.

16.4.4 No Redeemable Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption or out of capital to the extent permitted by the Act.

16.4.5 No Redeemable Shares redeemed by the Company shall be capable of re-issue and on redemption of any Redeemable Shares the directors may convert the authorised share capital created as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into unclassified shares of the same nominal amount as the Redeemable Shares.

- 17 Subject to the provisions of this article and article 5 the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot shares and grant rights to subscribe for, or convert securities into, shares in the Company up to the nominal amount of One Thousand pounds (£1,000) at any time or times during the period of five years from the date of adoption of these articles. The Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
- 18 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall be excluded from applying to the Company.
- 19 Subject to the provisions of the Act, the Company may purchase any of its own shares.
- 20 Subject to the provisions of the Act, the Company may make a payment in respect of any redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

Transfers

- 21 The Directors shall not register the transfer of a share to any person who is not a solicitor, a registered European lawyer, a registered foreign lawyer, a non-registered European lawyer, a recognised body or a European corporate practice.

Proceedings at general meetings

- 22 In the case of joint holders of a share the signature of any one of them is sufficient for the purposes of passing resolutions in writing under regulation 53 of Table A.

Votes of members

- 23 In the case of a corporation, a Director or its secretary and in the case of a limited liability partnership incorporated in England and Wales, a designated member is deemed to be a duly authorised representative for the purposes of regulations 53 of Table A and article 24.
- 24 Subject to the Rules and to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a recognised body or European corporate practice) is present by a duly authorised corporate representative shall have one vote and on a poll every member shall have one vote for every share of which he is the holder. Regulation 59 of Table A shall be modified accordingly.
- 25 A member shall not tender a vote in breach of the Rules and any vote so tendered shall not be accepted.

26 Where a member fails to disclose or furnish any information, document of other matter which he is required to disclose or furnish to the Company under article 7 the Directors may resolve that no vote shall be tendered or accepted in respect of any share held by or for him until the member shall have disclosed or furnished the information, document or other matter required Notice of the passing of such resolution shall forthwith be given to the member affected thereby.

27 For the purpose of attending and voting at meetings a member shall not appoint any person as a proxy or corporate representative contrary to the Rules.

28 An instrument appointing a proxy shall be in writing, 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)

"[] Limited"

I/We,[] of [] being [] a member/members of the above-named company, hereby appoint [] of [], being a [] person who can properly be appointed as proxy under rule 12 of the Solicitors' Incorporated Practice Rules 2004 at the time of the meeting or any adjournment thereof, or failing him, [] of [], being a person who can properly be appointed as proxy under rule 12 of the said Rules at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our names[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on[], and at any adjournment thereof.

Signed this [] day of [] 20[]"

29 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy 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):

"[] Limited"

I/We, [] of [],being [] a member/members of the above-named company, hereby appoint [] of [], being a person who can properly be appointed as proxy under rule 12 of the Solicitors' Incorporated Practice Rules 2004 at the time of the meeting or any adjournment thereof, or failing him,[] of [], being a person who can properly be appointed as proxy under rule 12 of the said Rules at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our names[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [] and at any adjournment thereof.

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

Resolution No 1 *for *against

Resolution No. 2 *for *against

** Strike out whichever is not desired.*

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

Signed this [] day of [] 20[]"

30 A vote given or poll demanded by proxy or by the duly authorised corporate representative of a recognised body 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 the office or at such other place at which the instrument of proxy was duly deposited 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.

- 31 A resolution in writing signed or approved by letter, telex, facsimile transmission or cable or by any other electronic communication by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a general meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members of their attorneys (or, in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative or, in the case of a limited liability partnership incorporated in England and Wales, a designated member).

Directors

- 32 Unless and until otherwise determined by the Company by ordinary resolution in general meeting, the number of Directors shall not be subject to any maximum and the minimum number of the Directors shall be one.

33

Appointment of Directors

- 34 Every Director (or alternate Director duly appointed under Article 38) must be either:

34.1 an IMLLP Member, or

34.2 an IMLLP Partner

Subject to article 34 above, the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

- 35 A Director is not required to hold any qualification shares in the Company.

Disqualification of Directors

- 36 The office of a Director shall forthwith be vacated:

36.1 if they cease to be or are given notice of their ceasing to be an IMLLP Member or IMLLP Partner unless the Company resolves otherwise,

36.2 if by notice in writing to the Company he resigns the office of Director;

36.3 if he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors;

36.4 if he is removed from office by a resolution duly passed under Section 303 of the Act;

36.5 if he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986;

36.6 if he becomes of unsound mind; or

36.7 if he is removed from office.

- 37 A Director shall not be required to vacate his office and no person shall be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

Alternate Directors

- 38 Subject to this Article 38 a Director may at any time appoint another Director or any other person to be their alternate Director provided their alternate is either qualified to be a Director under these Articles or is a lawyer employed by IM LLP and is approved by all the Directors, and the Director may at any time terminate such appointment. Any such appointment or removal is to be effected by notice from the Director to the Company
- 39 The appointment of any alternate Director shall terminate if and when the Director by whom he has been appointed vacates his office as Director and upon the happening of any event which, if he were a Director, would cause him to vacate such office.
- 40 An alternate Director shall, except when absent from the United Kingdom, be entitled to receive notice of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purpose of the proceedings at such meeting the provisions of these articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall be deemed to be a Director for the purpose of these articles.
- 41 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent, mutatis mutandis, as if he were a Director but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as alternate Director

Directors' interests

- 42 Subject to the provisions of the Act, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested. He may hold, and be remunerated in respect of, any office or place of profit under the Company or any such other company (other than the office of auditor of the Company or any of its subsidiaries). He, or any firm or limited liability partnership of which he is a member, may act in a professional capacity for the Company or any such other company and be remunerated for doing so. Notwithstanding his interest, a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at the meeting at which it is considered. He may retain for his own benefit all profits and advantages accruing to him. Regulation 85 of Table A shall be modified accordingly.

Proceedings of Directors

- 43 Whenever the minimum number of Directors shall be one such Director shall, except where Rule 7(3)(e) applies, have authority to exercise all the powers and discretions by the regulations of the Company expressed to be vested in the Directors generally and Regulation 89 of Table A shall be modified accordingly
- 44 A Director may participate in a meeting of the Directors or a committee of Directors of which he is a member by means of conference telephone or similar communications equipment

whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner is deemed to constitute presence in person at the meeting.

Winding up

- 45 In Regulation 117 of Table A the words “with the like sanction” shall be inserted immediately before the words “determine how such division”.

Indemnity

- 46 Subject to Section 310 of the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Sections 144(3) or (4) or 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

Gratuities and pensions

- 47 The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.