Company number: 00178555

Charity number: 250068

THE COMPANIES ACT 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

EAST MIDLAND BAPTIST TRUST COMPANY LIMITED

As amended by special resolution dated 10 February 2026

1. **INTERPRETATION**

1.1 In these Articles:

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"the Articles" means these Articles of Association of the Trust Company;

"Authorised Representative" means authorised representative of a member duly appointed under these Articles;

"the Association" means The East Midland Baptist Association;

"the Board" means the board of Trustees of the Trust Company and (where appropriate) includes a committee and the Trustees acting by written resolution;

"Board Meeting" means a meeting of the Board;

"Charities Act" means the Charities Act 2011 or any statutory modification or re-enactment for the time being in force

"clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"executed" includes any mode of execution;

"General Meeting" means a meeting of the members;

"the Moderator" means (subject to the context) either the person appointed as moderator in accordance with Article 11.1 or where the moderator is not present or has not taken the role of moderator at a meeting means the person who has taken the role of moderator of the Board or General Meeting at the time

"office" means the registered office of the Trust Company;

"the seal" means the common seal of the Trust Company if it has one;

"secretary" means the secretary of the Trust Company or any other person appointed to perform the duties of the secretary of the Trust Company, including a joint, assistant or deputy secretary;

"the Trust Company" means the company intended to be regulated by these articles;

"the Trustees" means the directors of the Trust Company (and "Trustee" has a corresponding meaning); and

"the United Kingdom" means Great Britain and Northern Ireland.

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

1.2.3 references to “organisations” or “persons” include but are not limited to corporate bodies, public bodies, unincorporated associations, trusts and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to articles are to those within the Articles; and

1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Company.

2. NAME

The Trust Company’s name is East Midland Baptist Trust Company Limited

3. OBJECTS

The Trust Company's objects ("the Objects") are the advancement of the Christian religion especially by the means of and in accordance with the principles of the Baptist denomination as set out for the time being in the Declaration of Principle of The Baptist Union of Great Britain.

4. POWERS

In furtherance of the Objects but not otherwise the Trust Company may exercise the following powers:-

4.1 to provide suitable premises and other amenities to enable the objects to be carried out;

4.2 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 Trust Company;

4.3 to raise funds and to invite and receive contributions: provided that in raising funds the Trust Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

4.4 to borrow money and give security for loans (but only in accordance* with the restrictions imposed by law);

4.5 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

4.6 subject to Article 5 below to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provisions for the payment of pensions and superannuation to staff and their dependants and to provide housing for staff;

4.7 to establish, administer or support any charitable trusts, associations or institutions formed for all or any of the Objects;

4.8 to lend money either at interest or free of interest, and either with or without security, or give financial assistance by way of donation or subscription to any person, or persons, Association, Church, Charitable, Benevolent or other body for the purpose of forwarding all or any of the objects of the Trust Company;

4.9 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

4.10 to pay out of the funds of the Trust Company the costs, charges and expenses of and incidental to the formation and registration of the Trust Company;

4.11 to invest the moneys of the Trust Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and provided always that any investment or use of such moneys shall be subject 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;

4.12 to appoint investment managers and to delegate to such investment managers the power to buy and sell investments, the power to employ and delegate being subject to such limitations and reporting provisos that are appropriate to the Trust Company and are recorded in writing;

4.13 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Trust Company or the trade is temporary and ancillary to the carrying out of a primary object;

4.14 to accept and hold whether as bare Trustee or otherwise any property whether real or personal held on charitable trusts in furtherance of all or any of the Objects which may from time to time be conveyed transferred assigned or otherwise vested in the Association;

4.15 to acquire land or any other property or asset notwithstanding that it is, held on other than exclusively charitable trusts, and to share ownership of any land, property or other asset with any other body or person;

4.16 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless, whether the act or omission was a breach of trust or breach of duty; and

4.17 to do all such other lawful things as are necessary for the achievement of the Objects.

5. APPLICATION OF FUNDS

The income and property of the Trust Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust Company, (save in so far as any payment is properly applied for charitable purposes of members of the Trust Company) and no Trustee shall be appointed to any office of the Trust Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust Company and save also that nothing in this document shall prevent any payment in good faith by the Trust Company:

5.1 of reasonable and proper remuneration for any services rendered to the Trust Company by an officer or servant of the Trust Company who is not a Trustee;

5.2 of interest on money lent by any Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board;

5.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

5.4 of reasonable and proper rent for premises demised or let by any Trustee;

5.5 to any Trustee of reasonable out-of-pocket expenses; and

5.6 of the premium for any indemnity insurance in respect of any liabilities incurred in running the Trust Company (including the costs of a successful defence to criminal proceedings).

6. LIABILITY OF MEMBERS

6.1 The liability of the members is limited.

6.2 Every member of the Trust Company undertakes to contribute such amount as may be required (not exceeding £10.) to the Trust Company's assets if it should be wound up while it is a member or within one year after it ceases to be a member, for payment of the Trust Company's debts and liabilities contracted before it ceases to be a member, and of the costs, charges and expenses of winding up.

7. MEMBERS

The Association shall be the only member of the Trust Company.

8. GENERAL MEETINGS

8.1 The Board may call a General Meeting at any time, to be held at such a time and place as the Board decides subject to Articles 8.4 and 8.5.

8.2 On receiving a requisition from the percentage of members required under the Act the Board must promptly convene a General Meeting.

8.3 A General Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the General Meeting whilst others are present via communications equipment.

8.4 All General Meetings shall be called by at least fourteen clear days' notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted as decided by the Board. The notice shall be given to all members and to the Trustees and auditors (if any).

8.5 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 No business shall be transacted at any meeting unless a quorum is present. Quorum is one member present by its Authorised Representative.

9.2 An Authorised Representative may be part of the quorum at a General Meeting if he or she can hear, comment and vote on the proceedings in person, through telephone, video conferencing or other communications equipment.

9.3 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting 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 Board may determine.

9.4 Subject to the provisions of the Act a resolution in writing signed by the member shall be as valid and effective as if the same had been passed at a General Meeting of the Trust Company duly convened and held.

10. THE TRUSTEES

10.1 A minimum of four persons shall be appointed as Trustees by the Association for such term of office and in accordance with such procedures and rules as shall from time to time be decided by the Association.

10.2 Subject to the Act and the Articles, the business of the Trust Company is to be managed by the Board who may exercise all of the powers of the Trust Company.

10.3 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

11. **PROCEEDINGS OF THE TRUSTEES**

11.1 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit for the transaction of business. The Trustees shall elect from among them a person to act as Moderator for such term or terms as the Trustees shall decide.

11.2 A Board Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the Board Meeting whilst others are present via communications equipment. If all the Trustees participating in the Board Meeting are not in the same place, they may decide that the Board Meeting is to be treated as taking place wherever any of them is.

11.3 The quorum for the Trustees shall be three Trustees provided always that at least two of the Trustees forming part of the quorum shall not be directors or trustees of the Association at the time of the Board Meeting. In case of an equality of votes the Moderator shall have a second or casting vote.

11.4 A Trustee may be part of the quorum at a meeting of the Board if he or she can hear comment and vote on the proceedings in person, through telephone, video conferencing or other communications equipment.

11.5 The Moderator shall be entitled to preside at all meetings of the Trustees at which he/she shall be present, but if the Moderator shall not have been appointed, or if any meeting the Moderator shall not be present within five minutes after the time appointed for holding the meeting and willing to preside the Trustees present shall choose one of themselves to be Moderator of the meeting.

11.6 A meeting of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretion by or under the regulations of the Trust Company for the time being vested in the Trust Company generally.

11.7 A Trustee may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Trustees by notice served upon the Trustees.

11.8 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.

11.9 A Board Meeting which is called on shorter notice than required under Article 0 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.

11.10 The Trustees may delegate any of their powers to committees consisting of such Trustee or Trustees as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Trustees the meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Trustees.

11.11 A meeting of a committee of the Board may be held in person, entirely through telephone video conferencing or other communications equipment via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11.12 All acts bona fide done by any meeting of the Trustees or of any committee of the Trustees, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

11.13 The Trustees shall cause proper records to be kept of all Written Resolutions (and of the signatures). The Trustees shall cause proper minutes to be made of all appointments of officers made by the Trustees and of the proceedings of all meetings of the Trust Company and of the Trustees and of committees of the Trustees, and all business transacted at such meetings. All such records (and signatures) and minutes shall be entered in books provided for the purpose. Any such record purporting to be signed by a Trustee or by the Secretary shall be evidence of the proceedings in agreeing to the Written Resolution and until the contrary is proved the requirements of the Act with respect to those proceedings shall be deemed to be complied with. Any such minutes of any meeting, if purporting to be signed by the Moderator of such meeting, or by the Moderator of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

11.14 A resolution in writing signed by all the Trustees for the time being or of any committee of the Trustees who are entitled to receive notice of a meeting of the Trustees or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such committee duly convened and constituted.

12. CONFLICTS OF INTEREST

12.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust Company or in any transaction or arrangement entered into by the Trust Company which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust Company and personal interest (including, but not limited to, personal financial interest).

12.2 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

12.2.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

12.2.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

12.2.3 the unconflicted Trustees consider it is in the interests of the Trust Company to authorise the conflict of interests in the circumstances applying.

12.3 In these Articles a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

13. DISQUALIFICATION OF TRUSTEES

A Trustee shall cease to hold office if

13.1 in the reasonable opinion of the Trustees, he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs ;

13.2 he/she resigns his or her office by notice to the Trust Company (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

13.3 he/she ceases to hold office by virtue of any provision of the Act or he/she becomes prohibited by law from being a director of a Company or is disqualified to act as a charity trustee by the Charities Act; or

13.4 his or her appointment is terminated by the Association.

14. SECRETARY

14.1 Subject to the provisions of the Act the Secretary shall be appointed by the Trustees for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

14.2 The Trustees may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

15. EXECUTION OF DOCUMENTS

15.1 The Trust Company shall execute documents by signature.

15.2 A document is validly executed if it is signed by two Trustees, or one Trustee and the Secretary, or one Trustee in the presence of a witness who attests the Trustee's signature.

16. ACCOUNTS, ANNUAL REPORT AND CONFIRMATION STATEMENT

16.1 The Trust Company shall comply with its obligations under the Charities Act and the Trustees must comply with their obligations as charity trustees under the Charities Act including preparing and filing an annual return, an annual Trustees' report and annual accounts with the Charity Commission.

16.2 The Trust Company must comply with the Act and the Trustees must comply with their obligations as company directors under the Act including preparing and filing the annual accounts and annual confirmation statement with the Registrar of Companies.

16.3 The annual Trustees' report and accounts must contain:

16.3.1 revenue accounts and balance sheet for the last accounting period;

16.3.2 the auditor's report on those accounts (if applicable); and

16.3.3 the Board's report on the affairs of the Trust Company.

16.4 The accounting records of the Trust Company must always be open to inspection by a Trustee.

17. NOTICES

17.1 Any notices to be given to or by any person pursuant to the Articles shall be in writing (except for notices calling Board meetings which may be in writing but do not have to be). In this Article 17.1, writing includes facsimile transmission or email.

17.2 A notice may be served by the Trust Company upon the member or upon any Trustee, either personally or by sending it through the post in a prepaid letter, addressed to such person at his/her registered address as appearing in the register of members or by sending it by written electronic means of communication.

17.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report. A copy of the notification from the system used by the Trust Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

17.4 A notice may be served on the Trust Company by delivering it or sending it to the Trust Company's registered office.

18. INDEMNITY

Subject to the provisions of the Act every Trustee or other officer or auditor of the Trust Company shall be indemnified out of the assets of the Trust Company against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust Company.

19. WINDING UP

If the Trust Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust Company, but shall be given or transferred to the East Midland Baptist Association upon trust for some other Trust Company or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust Company by clauses above, chosen by the East Midland Baptist Association at or before the time of dissolution and if that cannot be done then to some other charitable objects.