

Company number 01024472

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

WESSEX PETROLEUM LIMITED ("Company")

THURSDAY



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07/03/2019

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COMPANIES HOUSE

Circulation Date: January 31, 2019

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**).



SPECIAL RESOLUTION

1. **THAT**, the draft articles of association attached to this resolution be adopted as the articles of association of the Company, in substitution for, and to the exclusion of, the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, individuals entitled to vote on the above Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution:

Directors for and on behalf of STANBRIDGE GROUP LIMITED Date: January 31, 2019	 
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NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to Daniel King at 59 Somerfield Road, Maidstone, Kent, ME168JH.

Post: returning the signed copy by post to Daniel King at 59 Somerfield Road, Maidstone, Kent, ME168JH.

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to DanielKing@Brachers.co.uk. Please enter "Written resolution WPL" in the e-mail subject box.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Unless, by the expiry of the 28 day period commencing on the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the expiry of this period.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Handwritten signature

WESSEX PETROLEUM LIMITED

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

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Company number: 01024472

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WESSEX PETROLEUM LIMITED (the "Company")

(Adopted by special resolution passed on January 31, 2019)

INTRODUCTION

1. Interpretation

- 1.1 The following definitions and rules of interpretation shall apply in these Articles:

Act means the Companies Act 2006.

Articles means the Company's articles of association for the time being in force.

Business Day means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Conflict means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

Cosan SA means Cosan S.A., a company registered in the São Paulo Company Registry (N.I.R.E.) 35.300.177.045

Eligible Director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

Group means the Company, any subsidiary or any holding company of the Company from time to time, and any subsidiary from time to time of a holding company and **member of the Group** shall mean any of them.

holding company has the meaning given in article 1.6.

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles)

Regulations 2008 (SI 2008/3229), as amended prior to the date of adoption of these Articles and reference to a numbered **Model Article** is a reference to that article of the Model Articles.

Primary Shareholder means Cosan SA or such other member of the Group as Cosan SA may notify to the Company in writing from time to time.

subsidiary has the meaning given in article 1.6.

- 1.2 Unless expressly provided otherwise in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles. The final paragraph of Model Article 1 shall not apply to the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to a numbered **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise in these Articles, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation made under it, whether before or after the date of adoption of these Articles; and
- 1.5.2 any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

This article 1.5 shall not apply to the definition of **Model Articles** in article 1.1.

- 1.6 A reference to a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act;
- 1.7 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.

- 1.10 Model Articles 8(3), 11(2) and (3), 14(1), (2), (3) and (4), 38, 52 and 53 shall not apply to the Company.
- 1.11 Model Article 7 shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.11.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 In Model Article 8(2), the words "copies of which have been signed by each eligible director" shall be deleted and replaced with the words "of which each Eligible Director has signed one or more copies".
- 1.13 Model Article 20 shall be amended by the insertion of the words "and the company secretary (if any)" before the words "properly incur".
- 1.14 In Model Article 30(4), the words "the terms on which shares are issued" shall be deleted and replaced with "the rights attached to any shares".
- 1.15 In Model Article 32(a), the words "the terms on which the share was issued" shall be deleted and replaced with "the rights attached to the share".
- 1.16 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

DIRECTORS

2. Directors' general authority

- 2.1 Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as the Primary Shareholder may from time to time by notice in writing to the Company prescribe.
- 2.2 Without prejudice to the generality of the provisions of article 2.1, the directors shall not without the prior written consent of the Primary Shareholder (save as may be required in order to comply with any applicable laws):
 - 2.2.1 approve the annual business plan of the Company or any investment, expansion or acquisition plan relating to the Company;
 - 2.2.2 approve any financial statements of the Company or allocation of results;

- 2.2.3 allow any issue of new shares in the capital of the Company;
 - 2.2.4 register the transfer of shares in the capital of the Company to any third parties;
 - 2.2.5 pass any resolution to appoint an administrator;
 - 2.2.6 file a petition in bankruptcy or pass any resolution or take any steps to wind up, dissolve, or liquidate the Company or suspend the Company's activities;
 - 2.2.7 amend the bylaws of the Company;
 - 2.2.8 appoint or remove any director of the Company;
 - 2.2.9 increase or reduce the Company's capital;
 - 2.2.10 execute actions and transactions that create obligations for the Company or exempt third parties from any obligations, in each case in excess of (a) £3 million per transaction or (b) £3 million in the aggregate with any one counterparty in any rolling 12 month period; except for the execution of agreements for the acquisition, resale and transport services of raw material and finished products related to the distribution and trade of synthetic lubricants and petroleum derivatives, basic oil, additives, greases, chemicals and petrochemicals;
 - 2.2.11 allow the Company to dispose of any of its fixed assets in excess of £315,000;
 - 2.2.12 grant any guarantee for the obligations or liabilities of any party which is not a member of the Group;
 - 2.2.13 incur any indebtedness for borrowed money in connection with the business of the Company, from a financial institution or shareholder of the Company, in each case in excess of £3 million per transaction or £3 million in the aggregate with any one counterparty in any rolling 12 month period.
- 2.3 The directors of the Company shall not be entitled to enter into any contract, arrangement or transaction alone and they shall not be entitled to execute any deed on behalf of the Company in presence of a witness. The Company will only be bound by contracts, arrangements and transactions entered into by two Eligible Directors.

3. Quorum for directors' meetings

- 3.1 Subject to article 3.2, the quorum for the transaction of business at a meeting of directors is the totality of the Eligible Directors or, where there is only one director in office for the time being, that director.

- 3.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in article 5.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

4. Transactions or other arrangements with the Company

- 4.1 Subject to section 177(5) and (6) and section 182(5) and (6) of the Act and to the provisions of article 2.2, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 4.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 4.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 4.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 4.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 4.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 4.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 4.2 The provisions of article 4.1.1 to article 4.1.6 (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 5.3.

5. Directors' conflicts of interest

- 5.1 Subject to the provisions of article 2.2, the directors may, in accordance with the requirements set out in this article 5, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 5.2 Any authorisation under this article 5 will be effective only if:
- 5.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
 - 5.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 5.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 5.3 Any authorisation of a Conflict under this article 5 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.
- 5.4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 5.5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and no further authorisation under article 5.1 shall be necessary in respect of any such interest.
- 5.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

6. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions.

7. Number of directors

The number of directors shall not be subject to any maximum but shall not be less than one.

8. Appointment and removal of directors

8.1 The Company's holding company may, with the prior consent of the Primary Shareholder, at any time and from time to time by notice in writing to the Company appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this article 8).

8.2 Model Article 18 shall be amended to read:

8.2.1 A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; and
- (f) notification of the director's removal is received by the Company from the Company's holding company together with the consent of the Primary Shareholder pursuant to Article 8.1.

8.3 Any removal of a director pursuant to article 8.1 shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed.

9. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

SHARES AND SHAREHOLDERS

10. Issue of new shares

The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of the Primary Shareholder. Without limitation, the powers of the directors under section 550 of the Act are limited accordingly.

11. Quorum for general meetings

11.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

11.2 Where the Company has only one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum. In any other case, the quorum shall be:

11.2.1 two shareholders including the Primary Shareholder present in person, by proxy or by authorised representative; or

11.2.2 if the Company does not have a Primary Shareholder for the time being, any two shareholders present in person, by proxy or by authorised representative.

12. Proxies

12.1 Model Article 45 shall be amended to read:

12.1.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;



- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid.

12.1.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

12.1.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

12.1.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

13. Means of communication to be used

13.1 Subject to article 13.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

13.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

13.1.2 if sent by fax, at the time of transmission; or

13.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or

13.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting;

- 13.1.5 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 13.1.6 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 13.1.7 if deemed receipt under the previous paragraphs of this article 13.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 13.2 To prove service, it is sufficient to prove that:
- 13.2.1 if delivered by hand the notice was delivered to the correct address; or
 - 13.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 13.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 13.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

14. Indemnity and insurance

- 14.1 Subject to article 14.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 14.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in his favour or in which he is

acquitted or the proceedings are, or the investigation or action is, otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 14.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in article 14.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 14.2 This article 14 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 14.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 14.4 In this article 14:
 - 14.4.1 **associated company** means any member of the Group and **associated companies** shall be construed accordingly;
 - 14.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 14.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).