

Company Number: 2526402

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

CPL ENVIRONMENTAL LIMITED

AMENDED BY SPECIAL RESOLUTION DATED 19 DECEMBER 2019

- * By Special Resolution of 21 March 1995 the name of the Company was changed from CPL/Miller Environmental Limited to CPL Carbons Limited.
- * By Special Resolution of 26 February 1997 the name of the Company was changed from CPL Carbons Limited to CPL Environmental Limited.



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
CPL ENVIRONMENTAL LIMITED
PRELIMINARY

1. The Company is a private company and the following regulations and (subject as provided in these Articles) the regulations contained in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 (in these Articles called "**Table A**") shall constitute the regulations of the Company.
2. Regulations 8, 24, 73 to 80 (inclusive), 87, 94 to 97 (inclusive) and 101 of Table A shall not apply to the Company.
3. In these Articles:
 - (a) "**Conflict Situation**" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) "**Fund Manager**" means a person whose principal business is to make, manage or advise on investments;
 - (c) "**Investor**" means Vision Capital Partners V-A, L.P. and RBSM Capital Limited;
 - (d) "**Investor Affiliate**" means any subsidiary or holding company of that Investor, and any other subsidiary of that holding company, and, where the Investor is a fund, partnership, company, syndicate or other entity whose business is managed or advised by a Fund Manager (an "**Investment Fund**"), or a nominee of any such person:
 - (a) that Fund Manager, any subsidiary or holding company of that Fund Manager, and any other subsidiary of any holding company of that Fund Manager; or

- (b) any participant or partner in, or member or portfolio company of any such Investment Fund; or
- (c) any trustee, nominee or custodian of such Investment Fund and vice versa; or
- (d) any other fund, partnership, company, syndicate or other entity whose business is managed or who is advised by that Fund Manager and any entity connected with such other fund, partnership, company, syndicate or other entity (where any question as to whether a person is connected with any other person shall be determined in accordance with the provisions of the Income and Corporation Taxes Act 1988 section 839).

For the purposes of this definition, 'subsidiary' and 'holding company' shall have the meanings given to them in the Companies Act 2006 section 1159;

- (e) **"Investor Director"** means a director of the Company nominated and appointed as such by an Investor (or their respective alternates); and
- (f) **"Secured Party"** means means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person.

LIEN

4. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any member (whether solely or jointly with others) for all debts or liabilities due from such member or his estate whether solely or jointly with any other person (whether or not a member) and whether or not such debts or liabilities are presently payable or dischargeable. The Company's lien on a share shall extend to all dividends or other moneys and rights payable thereon or accruing thereto or in respect thereof.

SHARES

5. Subject to the provisions of these Articles and the Companies Act 1985 the Directors may allot, grant options over or otherwise dispose of the shares in the original capital and any new shares that may be created to such persons at such times and on such terms as they think proper and the provisions of Section 89 sub-section (1) and Section 90 of the Companies Act 1985 shall not apply to the allotment of any shares in the Company.

6. The Company in general meeting may give the Directors any authority required under Section 80 of the Companies Act 1985 in respect of relevant securities as defined in that section and any such authority may be general or for a particular exercise of the powers requiring such authority and may be unconditional or subject to conditions; provided that any such authority shall state the maximum number of relevant securities to which it applies and the date being not more than five years from the date of the passing of the resolution granting the authority on which the authority will expire.

TRANSFER OF SHARES

7. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

GENERAL MEETINGS

8. In regulation 41 of Table A the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceases to be present, the meeting shall stand dissolved" shall be added after the words "directors may determine".
9. A poll may be demanded at any general meeting by any one member present in person or by proxy and entitled to vote. Paragraph (b) of regulation 46 of Table A shall be modified accordingly and paragraphs (c) and (d) thereof shall not apply.

DIRECTORS

10. The minimum number of Directors shall be one and whilst there is only one Director he shall, subject to the provisions of Article 12, constitute a quorum for all Directors' meetings.
11. A Director including an alternate Director shall not require a share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of, and at any separate meeting of the holders of any class of shares in, the Company.
12. (a) If a Conflict Situation arises, the Directors may authorise it for the purposes of the Companies Act 2006 section 175(4)(b) by a resolution of the Directors made in accordance with that section and these Articles, provided that such authorisation shall be effective only if:

- (i) any requirement as to the quorum at the meeting of the Directors at which the Conflict Situation is considered is met without counting the Director in question and any other interested Director (together the **"Interested Directors"**); and
 - (ii) any resolution authorising the Conflict Situation was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- (b) At the time of the authorisation of a Conflict Situation, or at any time afterwards, the Directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in the circumstances. Any authorisation may be revoked or varied at any time in the discretion of the Directors.
- (c) It is recognised that an Investor Director:
 - (i) may be an employee, consultant, director, member or other officer of the Investor who has appointed him or of an Investor Affiliate;
 - (ii) may be taken to have, through previous or existing dealings, a commercial relationship with the Investor who has appointed him or with an Investor Affiliate;
 - (iii) may be a director or other officer of, or be a member of, or be employed by, or otherwise involved in the business of other entities in which the Investor who has appointed him or an Investor Affiliate has or may have an interest from time to time; and
 - (iv) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such other directorship, membership, office, employment, relationship or his involvement with the Investor who has appointed him, with an Investor Affiliate or with any entity referred to in Article 12(c)(iii) and he shall not be in breach of the duties he owes to the Company as a result of any Conflict Situation which arises from the relationships contemplated by this Article, including (without limitation) in relation to proposals for financing or otherwise promoting the business of (whether in competition with the Company or not) any such other entity.

- (d) It is recognised that a Director:
- (i) may be a shareholder in the Company;
 - (ii) may be a shareholder in, employee, director, member or other officer of, or consultant to, a subsidiary of, or a holding company of, or a subsidiary of a holding company of, the Company (as such terms are defined in Companies Act 2006 section 1159) (each a "**Group Company**"); and
 - (iii) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such shareholding in the Company or other directorship, membership, office, employment, relationship or his involvement with any Group Company and he shall not be in breach of the duties he owes to the Company as a result of any Conflict Situation which arises from his shareholding in the Company or his relationship with a Group Company, including (without limitation) in relation to proposals for financing or otherwise promoting the business of (whether in competition with the Company or not) any such other entity.
- (e) In the circumstances contemplated by Article 12(c) and Article 12(d) and notwithstanding any other provision of these Articles, each Director shall:
- (i) be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates;
 - (ii) not be excluded from those parts of the meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict Situation relates are discussed;
 - (iii) be entitled to vote (and form part of the quorum) at any such meeting; and
- any information which he obtains, other than in his capacity as a Director or employee of the Company, which is confidential in relation to an entity referred to in Article 12(c) or to a Group Company, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence.
- (f) Regulation 94 of Table A in so far as it relates to the Company shall be adapted accordingly.

13. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties, may be paid such extra remuneration (whether by way of lump sum, salary, commission or participation in profits or otherwise) as the Directors may determine.
14. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.
15. A member or members holding a majority in nominal amount of the issued Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and to remove from office any Director howsoever appointed. Every such appointment or removal shall be in writing or signed by or on behalf of the member or members making the same and shall take effect upon delivery at the registered office of the Company.
16. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
17. No Director shall be required to vacate his office as a Director and no person shall be disqualified from being appointed as a Director by reason of his attaining or having attained the age of seventy.
18. The last sentence of regulation 84 of Table A shall not apply.

DIRECTORS' GRATUITIES AND PENSIONS

19. The Directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or any predecessor in business of the Company or of any such subsidiary, notwithstanding that he may be or may have been a Director of the Company and the Company may make payments towards insurance or trusts for such purposes in respect of

such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

INFORMATION

20. It shall be the duty of any member of the Company upon request by the Directors to furnish all information in his possession or power (supported if required by the Directors by a statutory declaration) relating to or which in the opinion of the Directors might relate to the status of the Company as a close company within the meaning of section 414 of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment thereof. If a member shall fail to comply with any request by the Directors hereunder to the satisfaction of the Directors within a period of three months from the date of any such request, no dividends declared upon any shares in the Company held by him shall be paid to such member until he shall have so complied, but all such dividends shall in the meantime be retained by the Company without any liability to pay interest thereon.

THE SEAL

21. The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed or which is intended to take effect as if executed under the seal and unless otherwise so determined any such instrument may be signed by any Director and by the secretary or by any two Directors.

INSURANCE

22. If the Directors so determine the Company shall purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the Directors may decide for the Directors or any of them and any other officer or auditor of the Company against liability to the Company for any loss caused by reason of the negligence, default, breach of duty or breach of trust by any Director or other officer or auditor.

TRANSFER OF SHARES TO A SECURED PARTY

23. Notwithstanding anything contained in these Articles, where a transfer of shares in the Company is or is proposed to be:
- (a) executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;

(b) executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or

(c) made to any Secured Party pursuant to any relevant security interest,

each being a "**Secured Party Transfer**",

(d) the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) such a Secured Party Transfer;

(e) a holder of shares in the Company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any such Secured Party Transfer may take place; and

(f) a holder of shares in the Company shall not have any right under the Articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them.

and, for the avoidance of doubt, Article 7 shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

24. Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these Articles shall not apply in respect of any such share, dividend or moneys payable.

25. If there is any inconsistency between any provision of these Articles 23 and 24 and any provision of any other article, the provision of these Articles 23 and 24 shall apply.