

Circulation Date: 07 April 2017

Company Number: 07651029

HALLMARK POWERGEN LIMITED (the "Company")

WRITTEN RESOLUTIONS

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that resolution 1 below be passed as a special resolution and that resolution 2 below be passed as an ordinary resolution (the "Resolutions").

Special Resolution

- 1 THAT the draft form of articles of association attached to this resolution be approved and adopted as the articles of association of the Company in accordance with section 21(1) of the Act.

Ordinary Resolution

- 2 THAT, subject to the passing of resolution 1 above, the 100 ordinary shares of £1.00 each in the issued share capital of the Company be sub-divided into, and redesignated as, 830 B ordinary shares of £0.10 each (166 of which are to be held by each shareholder) and 170 A ordinary shares of £0.10 each (34 of which are to be held by each shareholder) in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 1.

AGREEMENT

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

The undersigned, being the persons entitled to vote upon the Resolutions on the Circulation Date stated above, hereby irrevocably agree to the Resolutions:

Signed



James William Neil Hall

Date 07/04/17

TUESDAY



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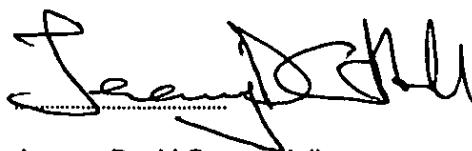
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COMPANIES HOUSE

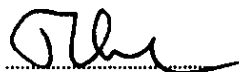
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Jeremy David Grover Hall

Date 07/04/17

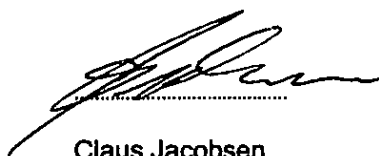
Signed



Jonathan Leslie Charles Hall

Date 07/04/17

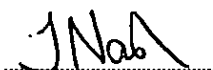
Signed



Claus Jacobsen

Date 07/04/17

Signed



James Edward Nash

Date 07/04/17

NOTES

- 1 You may agree to all or none of the Resolutions; you cannot agree to some only of the Resolutions. 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 only:

By Hand: delivering the signed copy to Murrell Associates Limited, 14 High Cross, Truro, Cornwall TR1 2AJ.

Post: returning the signed copy by post to Murrell Associates Limited, 14 High Cross, Truro, Cornwall TR1 2AJ.

By Email: sending a scanned copy of the signed and dated resolution to chris@murrellassociates.co.uk.

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 sufficient agreement has been received for the Resolution to pass within 28 days of the circulation date, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 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.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF HALLMARK POWERGEN LIMITED (07651029)
(Adopted by a special resolution passed on 07 April 2017)

1 INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

the "Act":	the Companies Act 2006;
"A Ordinary Shares":	A ordinary shares of £0.10 each in the capital of the Company with the rights described in article 3;
"Appointor":	has the meaning given in article 18.1;
"Articles":	the Company's articles of association for the time being in force;
"B Assets":	all assets and liabilities relating to, or arising from, the LePetomane Shares including, but not limited to, the LePetomane Shares, funds received by the Company as a result of any profit distribution by LePetomane, and all money, investments or other property of the Company which may from time to time derive from LePetomane or the LePetomane Shares;
"Board":	the board of directors of the Company from time to time;
"B Ordinary Shares":	B ordinary shares of £0.10 each in the capital of the Company with the rights described in article 3;
"Business Day":	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Conflict":	has the meaning given in article 16.1;
"Eligible Director":	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);
"Interested Director":	has the meaning given in article 16.1;

"LePetomane":	LePetomane Limited, a company incorporated in the United Kingdom with company registration number 08986092;
"LePetomane Shares":	the Company's shareholding in LePetomane;
"Model Articles":	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles;
"share":	an A Ordinary Share or a B Ordinary Share, as applicable; and
"writing" or "written":	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 4, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 1.2 Save as otherwise specifically provided 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on 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 an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2 ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Articles 7, 8, 9, 11 to 14 (inclusive), 16, 38, 39, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 2.4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

SHARES

3 SHARE CAPITAL

- 3.1 The Company's share capital shall be divided into the following classes:
- (a) A Ordinary Shares; and
 - (b) B Ordinary Shares.
- 3.2 Voting
- (a) The holders of A Ordinary Shares shall have the right to vote on any resolution of the Company which is a resolution that:
 - (i) affects the A Ordinary Shares; and/or
 - (ii) does not affect the B Ordinary Shares or the B Assets.
 - (b) The holders of B Ordinary Shares shall have the right to vote on any resolution of the Company which is a resolution affecting the B Ordinary Shares or the B Assets.
 - (c) Notwithstanding the above provisions of this article 3.2, all shares will entitle the holders thereof to:

- (i) receive a copy of any written resolution circulated to eligible members under the Act at the same time as the resolution is so circulated; and
- (ii) receive notice of and attend all general meetings.

3.3 Dividends and distributions

- (a) Dividends may only be paid to holders of:
 - (i) A Ordinary Shares out of profits available for distribution that are neither within, nor attributed to, the B Assets; and
 - (ii) B Ordinary Shares out of profits available for distribution within, or attributed to, the B Assets.
- (b) Any distribution in specie to the holders of:
 - (i) A Ordinary Shares may only be made from the assets of the Company other than the B Assets; and
 - (ii) B Ordinary Shares may only be made from the B Assets.

3.4 Capital return

On a winding up or other repayment of capital, the surplus assets of the Company shall be applied as follows:

- (a) any surplus that is not attributable to the B Assets shall be payable only to the holders of the A Ordinary Shares; and
- (b) any surplus attributable to the B Assets shall be payable only to the holders of the B Ordinary Shares,

in each case, pro rata according to the amounts paid up or credited as paid up on such shares.

4 TRANSFERS OF SHARES: GENERAL

In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

DECISION MAKING BY SHAREHOLDERS

5 QUORUM FOR GENERAL MEETINGS

- 5.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two holders of Ordinary Shares present in person or by proxy.
- 5.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

6 CHAIRING GENERAL MEETINGS

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the directors present at the meeting shall nominate one of their number to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

7 VOTING

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

8 POLL VOTES

- 8.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 8.2 Article 44(3) of the Model Articles 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 article.

9 PROXIES

- 9.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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 general meeting (or adjourned meeting) to which they relate".

- 9.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

DIRECTORS

10 DIRECTORS' MEETINGS

- 10.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 11.
- 10.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 10.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.
- 10.4 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.
- 10.5 Each director has one vote at a meeting of directors.
- 10.6 If at any time at or before any meeting of the directors or of any committee of the directors all directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

11 UNANIMOUS DECISIONS OF DIRECTORS

- 11.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

12 NUMBER OF DIRECTORS

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

13 CALLING A DIRECTORS' MEETING

- 13.1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by the directors) to each director or by authorising the Company secretary (if any) to give such notice.
- 13.2 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.
- 13.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

14 QUORUM FOR DIRECTORS' MEETINGS

- 14.1 Subject to article 14.2, the quorum at any meeting of the directors (including adjourned meetings) shall be two directors. No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for two Business Days at the same time and place.
- 14.2 For the purposes of any meeting (or part of a meeting):
- (a) held pursuant to article 16 to authorise a Conflict of a director; or
 - (b) at which a director is not permitted to vote on any resolution in accordance with article 16.3 as a result of a Conflict,
- the quorum for such meeting (or part of a meeting) shall be two Eligible Directors.

15 CHAIRING OF DIRECTORS' MEETINGS

The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the directors shall appoint another of their number to act as chairman at the meeting.

16 DIRECTORS' INTERESTS

- 16.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (the "Interested Director")

breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict").

16.2 Any authorisation under this article will be effective only if:

- (a) 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 or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) 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.

16.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

16.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

- 16.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 16.6 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 which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 16.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 16.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 16.7.
- 16.9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 16.3, and provided a director 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:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (d) 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;

- (e) 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
- (f) 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.

17 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 permanent form, so that they may be read with the naked eye.

18 ALTERNATE DIRECTORS

- 18.1 Any director (other than an alternate director) (in this article, the “Appointor”) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. A person may be appointed an alternate director by more than one director.
- 18.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 18.3 The notice must:
 - (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 18.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

- 18.5 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointors; and
 - (d) are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 18.6 A person who is an alternate director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and
 - (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).
- 18.7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 18.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 18.9 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
 - (c) when the alternate director's Appointor ceases to be a director for whatever reason.

ADMINISTRATIVE ARRANGEMENTS

19 MEANS OF COMMUNICATION TO BE USED

19.1 Subject to article 19.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, two Business Days after it was posted;
- (b) if properly addressed and delivered by hand, on the day of delivery, if delivered at least two hours before the close of business hours on a Business Day, and otherwise on the next Business Day;
- (c) if properly addressed and sent or supplied by electronic means, at the time of confirmation of the electronic communication being sent.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

19.2 Any notice, document or other information served on, or delivered to, an intended recipient under article 4 or article **Error! Reference source not found.** (as the case may be) may not be served or delivered in electronic form (other than by fax).

19.3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

20 INDEMNITY AND INSURANCE

20.1 Subject to article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are 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 affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any

proceedings or application referred to in article 20.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

20.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

20.3 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.

20.4 In this article:

- (a) a "relevant officer " means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) 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 or any pension fund of the Company.