UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended _____

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report: December 10, 2020

Commission File Number: 001-39789

FUSION FUEL GREEN PLC

(Exact name of Registrant as specified in its charter)

Not applicable	Ireland
(Translation of Registrant's name into English)	(Jurisdiction of incorporation or organization)

10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
(**Address of Principal Executive Offices**)

Frederico Figueira de Chaves, Chief Financial Officer
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Tel: +353 1 920 1000
(**Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person**)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Ordinary Shares, $0.0001 par value per share	HTOO	The Nasdaq Stock Market LLC
Warrants to purchase Ordinary Shares	HTOOW	The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the shell company report: 9,483,356 Class A Ordinary Shares and 2,125,000 Class B Ordinary Shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☐

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of “large accelerated filer, “accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒
Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

US GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒ Other ☐

If “Other” has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Shell Company Report on Form 20-F (including information incorporated by reference herein, the "Report") contains or may contain forward-looking statements as defined in Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act") that involve significant risks and uncertainties. All statements other than statements of historical facts are forward-looking statements. These forward-looking statements include information about our possible or assumed future results of operations or our performance. Words such as "expects," "intends," "plans," "believes," "anticipates," "estimates," and variations of such words and similar expressions are intended to identify the forward-looking statements. The risk factors and cautionary language referred to or incorporated by reference in this Report provide examples of risks, uncertainties and events that may cause actual results to differ materially from the expectations described in our forward-looking statements, including among other things, the items identified in the "Risk Factors" section of the registration statement on Form F-4, which are incorporated by reference into this Report and which was declared effective by the United States Securities and Exchange Commission (the "SEC") on November 10, 2020.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Report. Although we believe that the expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. These statements involve known and unknown risks and are based upon a number of assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which are beyond our control. Actual results may differ materially from those expressed or implied by such forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements contained in this Report, or the documents to which we refer readers in this Report, to reflect any change in our expectations with respect to such statements or any change in events, conditions or circumstances upon which any statement is based.

EXPLANATORY NOTE

On June 6, 2020, Fusion Fuel Green PLC (formerly known as Fusion Fuel Green Limited and Dolya Holdco 3 Limited), a public limited company incorporated in Ireland ("Parent", "we", "us", "our" or similar terms), entered into a business combination agreement (as amended and restated on August 25, 2020, the "Business Combination Agreement") with HL Acquisitions Corp., a British Virgin Islands business company ("HL"), Fusion Welcome – Fuel, S.A., a public limited company domiciled in Portugal, *sociedade anonima* ("Fusion Fuel"), Fusion Fuel Atlantic Limited, A British Virgin Islands business company and wholly-owned subsidiary of Parent ("Merger Sub"), and the shareholders of Fusion Fuel ("Fusion Fuel Shareholders") pursuant to which (i) Merger Sub would merge with and into HL (the "Merger"), with HL being the surviving entity of the Merger and becoming a wholly-owned subsidiary of Parent, and (ii) Parent would acquire all the issued and outstanding shares of Fusion Fuel (the "Share Exchange," and together with the Merger, the "Transactions").

On December 10, 2020, the parties to the Business Combination Agreement consummated the Transactions, resulting in Fusion Fuel and HL becoming wholly-owned subsidiaries of Parent and the securityholders of Fusion Fuel and HL becoming securityholders of Parent. Immediately following the closing of the Transactions, Parent consummated the closing of a series of subscription agreements with accredited investors for the sale in a private placement of Parent shares for an aggregate investment of approximately $25.1 million. Following the closing of the Transactions, on December 15, 2020, HL began the process of liquidating and dissolving. This Report is being filed by Parent in connection with the Transactions.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

A. Directors and Senior Management

The directors and executive officers set forth in the Form F-4 Registration Statement declared effective by the Securities and Exchange Commission on November 10, 2020 (the "Form F-4") in the section entitled "The Director Proposal" were elected in connection with the consummation of the Transactions, and that information is incorporated herein by reference. The business address for each of Parent's directors and executive officers is 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland.

B. Advisors

Arthur Cox, 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland, acted as Irish counsel for Parent and continues to act as Irish counsel to Parent following the consummation of the Transactions.

Feinberg Hanson LLP, 855 Boylston Street, 8th Floor, Boston, MA 02116, acted as U.S. general counsel to Fusion Fuel and acts as U.S. general counsel to Parent upon and following the consummation of the Transactions.

LisbonLaw, Rua Alexandre Herculano, 29, 1º Dto., 1250-008 Lisbon, Portugal, acted as Portuguese counsel for Fusion Fuel and acts as Portuguese counsel to Parent and Fusion Fuel upon and following the consummation of the Transactions.

Graubard Miller, 405 Lexington Avenue, 11th Floor, New York, NY 10174, acted as U.S. counsel for HL and acts as U.S. securities counsel to Parent upon and following the consummation of the Transactions.

C. Auditors

From Parent's inception through the consummation of the Transactions, Marcum LLP, 750 3rd Avenue, 11th Floor, New York, New York 10017, has acted as Parent's independent auditing firm. Marcum LLP also acted as the HL's independent auditing firm from its inception through its liquidation and dissolution.

Upon and following the consummation of the Transactions, Marcum LLP, has and will continue to act as Parent's independent auditing firm.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

Selected Historical Financial Information

Parent acts as a holding company for Fusion Fuel. Following and as a result of the Transactions, all of the group's business will be conducted through Fusion Fuel and its subsidiaries. Selected historical financial information regarding Fusion Fuel is included in the Form F-4 under the section entitled "Selected Historical Financial Information," which is incorporated herein by reference. The financial statements of Fusion Fuel and Parent have been prepared in Euros (€).

Selected Unaudited Pro Forma Financial Information

The following selected unaudited pro forma condensed combined balance sheet and the selected unaudited pro forma condensed combined statement of profit and loss combine the financial statements of Parent with the financial statements of HL and with the financial statements of Fusion Fuel. The selected unaudited pro forma condensed combined balance sheet gives pro forma effect to the Transactions as if they had been consummated as of the balance sheet date. The selected unaudited pro forma combined statements of profit and loss give pro forma effect to the Transactions as if they had occurred at the earliest of the period presented.

The unaudited pro forma condensed combined balance sheet has been prepared using the following:

- Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020.
- HL's audited financial statements for the year ended June 30, 2020.
- Fusion Fuel's unaudited interim financial statements for the six months ended June 30, 2020.

The unaudited pro forma condensed combined statement of profit and loss has been prepared using the following:

- Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020.
- HL's audited financial statements for the year ended June 30, 2019, unaudited interim financial statements for the nine months ended March 31, 2019, unaudited interim financial statements for the six months ended December 31, 2019, audited financial statements for the year ended June 30, 2020.
- Fusion Fuel's audited financial statements for the year ended December 31, 2019 and unaudited interim financial statements for the six months ended June 30, 2020.

Further, the financial statements of HL are presented in USD and for pro forma purposes, have been converted to EUR by using an USD/EUR exchange rate of 0.8900 for the balance sheet, and an USD/EUR exchange rate of 0.9070 and 0.8930 for profit and loss for the six months ended June 30, 2020 and twelve months ended December 31, 2019, respectively.

The financial statements of HL were prepared in accordance with U.S. GAAP. The financial statements of Fusion Fuel were prepared in accordance with International Financial Reporting Standards as adopted by the International Accounting Standards Board ("IFRS"). Parent qualifies as a Foreign Private Issuer and will prepare its financial statements in accordance with IFRS. Accordingly, the unaudited pro forma condensed combined financial information has been prepared in accordance with IFRS.

Selected Unaudited Pro Forma Condensed Combined Balance sheet
June 30, 2020

(all amounts in EUR)	**Pro Forma**
Assets	
Non-current assets	**€ 1,924,788**
Cash and cash deposits	60,719,147
Prepaid expenses and other current assets	84,672
Total assets	**€ 62,728,607**
Liabilities and shareholders' equity	
Other liabilities	€ 414,489
Total Liabilities	**€ 414,489**
Shareholders' equity	
Ordinary shares	1,033
Other equity – in total	62,313,085
Total Shareholders' equity	**62,314,118**
Total liabilities and Shareholders' equity	**€ 62,728,607**

Selected Unaudited Pro Forma Condensed Combined Statement of Profit and Loss

(all amounts in EUR)	Pro forma Twelve months ended December 31, 2019	Pro forma Six months ended June 30, 2020
Operating costs	€ 613,915	€ 745,136
Interest costs	99	-
Net income / (loss)	**€ (614,014)**	**€ (745,136)**

B. Capitalization and Indebtedness

The following table sets forth Parent's total capitalization, on an unaudited, combined basis, as of December 10, 2020 after giving effect to the Transactions.

As of December 10, 2020	
Bank balances and cash	€ 60,719,147
Term loans	€ 414,489
Total equity	€ 62,314,118
Total capitalization	€ 123,447,754

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

The risk factors associated with Parent's business are described in the Form F-4 in the section entitled "Risk Factors" and are incorporated herein by reference.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Parent was incorporated in Ireland on April 3, 2020 as a private limited company under the name Dolya Holdco 3 Limited. On July 14, 2020, Parent effected a name change to Fusion Fuel Green Limited. On October 2, 2020, Parent converted into a public limited company incorporated in Ireland under the name "Fusion Fuel Green PLC." Parent serves as a holding company for Fusion Fuel and its subsidiaries after consummation of the Transactions and the subsequent liquidation of HL. Prior to the Transactions, Parent owned no material assets and did not operate any business. Parent's principal executive office is located at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland. Parent's telephone number is +353 1 920 1000.

On December 10, 2020, the parties consummated the Transactions. Immediately following the closing of the Transactions, Parent consummated the closing of a series of subscription agreements with accredited investors for the sale in a private placement of 2,450,000 Class A ordinary shares of Parent ("Class A Ordinary Shares") in an aggregate investment of approximately $25.1 million.

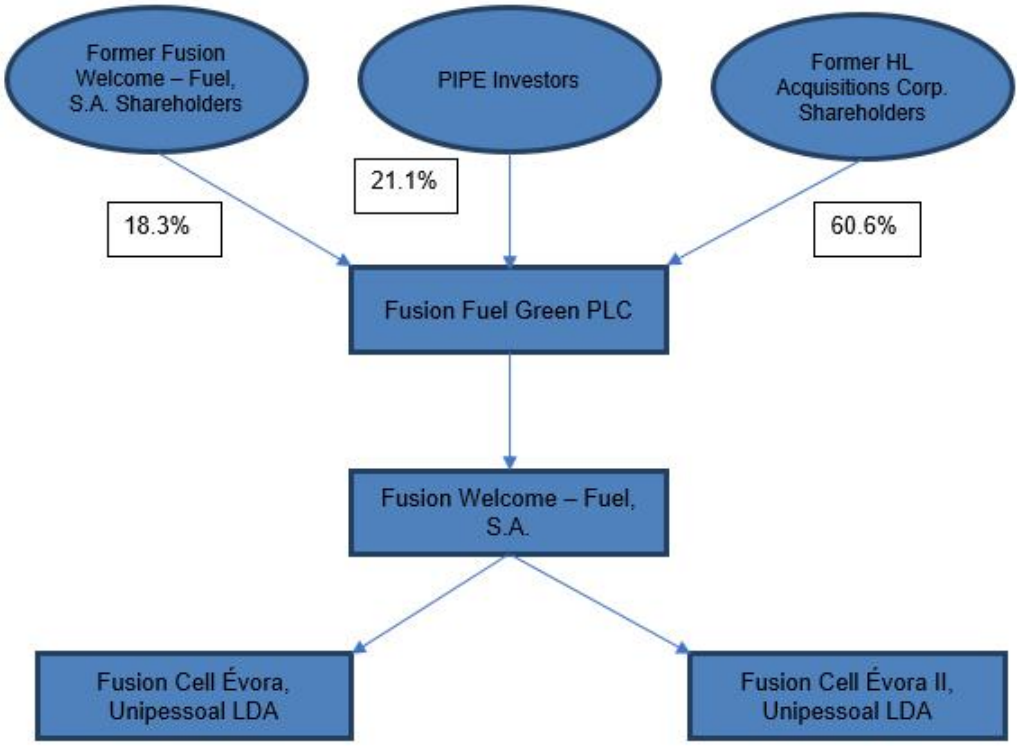
The SEC maintains an internet site (http://www.sec.gov) that contains report, proxy, and information statements and other information regarding issuers that file electronically with the SEC. Such information can also be found on Parent's website (https://www.fusion-fuel.eu/). The information on or accessible through our website is not part of this Report.

B. Business Overview

Following and as a result of the Transactions, all of the group's business is conducted through Fusion Fuel and its subsidiaries. A description of the business of Fusion Fuel is included in the Form F-4 in the sections entitled "Business of Fusion Fuel" and "Fusion Fuel's Management's Discussion and Analysis of Financial Condition and Results of Operations," which are incorporated herein by reference.

C. Organizational Structure

Upon consummation of the Transactions, Fusion Fuel and HL became a wholly owned subsidiary of Parent. On December 15, HL began the process of liquidating and dissolving. Parent's organizational chart is below:



D. Property, Plants and Equipment

Fusion Fuel entered into a Sub-Lease Agreement with MagP – Inovação, S.A., a related party, on September 25, 2020 (the "Sub-Lease Agreement"). The Sub-Lease Agreement provides that MagP shall sub-lease a portion of the property that it leases from Siemens, S.A. to Fusion Fuel for an initial term of three years, with automatic renewal for additional terms of three years until either party notifies the other party of its intention not to renew. The initial monthly rent will be €7,430.40 per month, which constitutes €5.60 per square meter for 1.184 square meters of office space and €800 for parking plots, which will be reviewed and reevaluated on an annual basis. Rent commenced on October 1, 2020, and will be payable for the duration of the Sub-Lease Agreement in advance on the first day of each month.

A description of Fusion Fuel's material tangible fixed assets and its material plans to develop and install Green Hydrogen plants is included in the Form F-4 in the sections titled "Business of Fusion Fuel" and "Fusion Fuel's Management's Discussion and Analysis of Financial Condition and Results of Operations" and is incorporated herein by reference.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Following and as a result of the Transactions, all of the group's business will be conducted through Fusion Fuel and its subsidiaries. The discussion and analysis of the financial condition of Fusion Fuel is included in the Form F-4 in the section entitled "Fusion Fuel's Management's Discussion and Analysis of Financial Condition and Results of Operations" which is incorporated herein by reference.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Executive Officers

The directors and executive officers of Parent set forth in the Form F-4 in the section entitled "The Director Proposal" were elected in connection with the consummation of the Transactions. Such section of the Form F-4 is incorporated herein by reference.

B. Compensation

The executive compensation of the Parent's executive officers and directors is described in the Form F-4 in the section entitled "Executive Compensation – Parent Executive Officer and Director Compensation Following the Transactions" which information is incorporated herein by reference.

C. Board Practices

Information pertaining to Parent's board practices is set forth in the Form F-4 in the section titled "The Director Proposal," which proposal was adopted in connection with the consummation of the Transactions, and is incorporated herein by reference. Following the consummation of the Transactions, the directors have been assigned classes as follows:

António Augusto Gutierrez Sá da Costa	Class I
Frederico Figueira de Chaves	Class I
Rune Magnus Lundetrae	Class II
Alla Jezmir	Class II
Jeffrey E. Schwarz	Class III
João Teixeira Wahnon	Class III
Jaime Silva	Class III

D. Employees

Information pertaining to Fusion Fuel's employees is set forth in the Form F-4 in the section entitled "Business of Fusion Fuel – Employees," which is incorporated herein by reference.

E. Share Ownership

Ownership of the Parent's shares by its executive officers and directors upon consummation of the Transactions is set forth in Item 7.A of this Report.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth information regarding the beneficial ownership based on 9,483,356 Class A Ordinary Shares outstanding and 2,125,000 Class B Ordinary Shares outstanding ("Class B Ordinary Shares") as of December 10, 2020 (subsequent to the closing of the Transactions), based on information obtained from the persons named below, with respect to the beneficial ownership of our shares by:

- each person known by us to be the beneficial owner of more than 5% of the combined voting power of our outstanding Class A Ordinary Shares and Class B Ordinary Shares, voting as a single class;
- each of our officers and directors; and
- all our officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days. Unless otherwise indicated, we believe that all persons named in the table have sole voting and investment power with respect to all ordinary shares beneficially owned by them.

Name and Address of Beneficial Owner (1)	Class A Shares	%	Class B Shares	%	% Total Voting Power
Officers and Directors					
Jeffrey Schwarz (2)	1,545,133	14.87%	0	0.00%	12.34%
Rune Magnus Lundetrae	16,880	*	0	0.00%	*
Alla Jezmir	0	0.00%	0	0.00%	0.00%
Joao Teixeira Wahnon (3)	80,750	*	80,750	3.80%	1.38%
Frederico Figueira de Chaves (4)	222,319	2.29%	206,125	9.70%	3.63%
Jaime Silva (5)	163,625	1.70%	163,625	7.70%	2.78%
Antonio Augusto Gutierrez Sa da Costa	0	0.00%	0	0.00%	0.00%
All	2,028,707	19.88%	450,500	21.20%	21.32%
Greater than 5% Shareholders					
Fusion Welcome, S.A. (6)	1,593,750	14.39%	1,593,750	75.00%	24.14%
Jeffrey Schwarz Children's Trust (7)	587,041	6.19%	0	0.00%	4.94%
Wendy Schwarz (8)	795,086	7.88%	0	0.00%	6.85%
BNP Paribas Asset Management UK Ltd. (9)	691,372	7.29%	0	0.00%	5.96%
Helikon Investments Ltd. (10)	878,000	9.26%	0	0.00%	7.56%

* Less than 1%.

(1) Unless otherwise indicated, the business address of each of the individuals is c/o Fusion Fuel Green PLC, 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland.

(2) Includes 910,892 Class A Ordinary Shares underlying Warrants. Does not include shares held by Wendy Schwarz or the Jeffrey Schwarz Children's Trust, a trust for the benefit of Mr. Schwarz's children, because Mr. Schwarz has neither voting nor investment power over such shares. Mr. Schwarz disclaims beneficial ownership over such shares except to the extent of his pecuniary interest therein.

(3) Includes 80,750 Class A Ordinary Shares underlying Warrants and 8,075 Class B Ordinary Shares held in escrow as a source of funds for indemnification obligations of the holder pursuant to the Business Combination Agreement. Does not include shares and Warrants which may be issuable to Mr. Wahnon upon satisfaction of the earnout criteria in the Business Combination Agreement. Includes shares held by Numberbubble, S.A., an entity controlled by Mr. Wahnon. Mr. Wahnon disclaims beneficial interest of such securities except to the extent of his pecuniary interest therein.

(4) Includes 206,125 Class A Ordinary Shares underlying Warrants and 20,613 Class B Ordinary Shares held in escrow as a source of funds for indemnification obligations of the holder pursuant to the Business Combination Agreement. Does not include shares and Warrants which may be issuable to Mr. Figueira de Chaves upon satisfaction of the earnout criteria in the Business Combination Agreement. Includes shares held by Key Family Holding Investimentos e Consultoria de Gestão, Lda., an entity jointly owned and controlled by Mr. Figueira de Chaves and his brother. Mr. Figueira de Chaves disclaims beneficial interest of such securities except to the extent of his pecuniary interest therein.

(5) Includes 163,625 Class A Ordinary Shares underlying Warrants and 16,363 Class B Ordinary Shares held in escrow as a source of funds for indemnification obligations of the holder pursuant to the Business Combination Agreement. Does not include shares and Warrants which may be issuable to Mr. Silva upon satisfaction of the earnout criteria in the Business Combination Agreement. Represents shares held by Magno Efeito, S.A., an entity controlled by Mr. Silva's wife. Mr. Silva disclaims beneficial interest of such securities except to the extent of his pecuniary interest therein.

(6) Includes 1,593,750 Class A Ordinary Shares underlying Warrants. Represents shares held by Fusion Welcome, S.A. There are four shareholders of Fusion Welcome, S.A., none of which has voting or dispositive control over the securities held thereby. The voting and dispositive decisions regarding the portfolio securities of Fusion Welcome, S.A. require unanimous approval of shareholders of Fusion Welcome, S.A.
(7) The business address of the Jeffrey Schwarz Children's Trust is 4142 Trenton Ave, Hollywood, FL 33026. Craig Frank is the trustee of the Jeffrey Schwarz Children's Trust and holds voting and dispositive power over the securities held thereby. Mr. Frank disclaims beneficial ownership of such securities except to the extent of his pecuniary interest therein. Includes 447,077 Class A Ordinary Shares underlying Warrants.
(8) Includes 610,892 Class A Ordinary Shares underlying Warrants. Does not include shares held by Jeffrey Schwarz or the Jeffrey Schwarz Children's Trust because Ms. Schwarz has neither voting nor investment power over such shares. Ms. Schwarz disclaims beneficial ownership over such shares except to the extent of her pecuniary interest therein.
(9) The principal business address of BNP Paribas Asset Management UK Ltd. is 5 Aldermanbury Square, London, Ex2V 7BP, United Kingdom. Information derived from a Schedule 13G filed on October 5, 2020.
(10) The principal business address of Helikon Investmetns Limited is 105 Jermyn Street, London, England SW1Y 6EE. Represents shares purchased by Helikon Investments Limited on behalf of Helikon Long Short Equity Fund Master ICAV (the "Fund") as part of the PIPE Investment. Helikon Investments Limited is the investment manager of the Fund. Helikon Investments Limited is controlled by Frederico Riggio.

B. Related Party Transactions

Related party transactions of HL and Fusion Fuel are described in the Form F-4 in the section entitled "Certain Relationships and Related Person Transactions," which is incorporated by reference herein.

C. Interests of Experts and Counsel

Not Applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

See Item 18 of this Report.

B. Significant Changes

Not applicable.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Our Class A Ordinary Shares and warrants, each warrant to purchase one Class A Ordinary Share at an exercise price of $11.50 per share, subject to adjustment ("Warrants") are listed on the Nasdaq Global Market under the symbols HTOO and HTOOW, respectively. The Class A Ordinary Shares, Class B Ordinary Shares, and Warrants are described in the Form F-4 in the section entitled "Description of Parent Securities."

B. Plan of Distribution

Not applicable.

C. Markets

Our Class A Ordinary Shares and Warrants are listed on the Nasdaq Global Market under the symbols HTOO and HTOOW, respectively.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

As of December 10, 2020, subsequent to the closing of the Transactions, there were 9,483,356 Class A Ordinary Shares outstanding and 2,125,000 Class B Ordinary Shares outstanding. There were also 10,375,000 Warrants outstanding. Additionally, 1,137,000 Class A Ordinary Shares and 1,137,000 Warrants may be issued to the former Class A shareholders of Fusion Fuel upon the achievement of certain earnout targets based on the achievement of certain milestones related to the execution by Fusion Fuel of contracts to sell green hydrogen to pre-qualified third parties, as described in more detail in the Form F-4 in the section entitled "The Business Combination Proposals - The Share Exchange: Consideration to Fusion Fuel Shareholders" which is incorporated by reference herein.

Certain of our Class A Ordinary Shares are subject to transfer restrictions which are described in the Form F-4 in the section entitled "The Business Combination Proposals – Related Agreements or Arrangements – Amended Stock Escrow Agreement" which is incorporated by reference herein.

The description of our share capital is described in the Form F-4 in the section entitled "Description of Parent Securities," which is incorporated by reference herein.

B. Memorandum and Articles of Association

The Amended and Restated Memorandum and Articles of Association described in the Form F-4 in the section entitled "The Charter Proposals" and "Comparison of Corporate Governance and Shareholder Rights" has been adopted in connection with the consummation of the Transactions, and such sections are incorporated herein by reference. Such description is qualified in its entirety by the text of the Amended and Restated Memorandum and Articles of Association, which is included as Exhibit 3.1 hereto and is incorporated by reference herein.

C. Material Contracts

Amended and Restated Stock Escrow Agreement

On December 10, 2020, in connection with the consummation of the Transactions and as contemplated by the Business Combination Agreement, Parent entered into an amended and restated stock escrow agreement ("Amended and Restated Stock Escrow Agreement") with HL, certain initial shareholders of HL, and Continental Stock Transfer and Trust Company, as escrow agent ("Continental"), pursuant to which Parent became a party to the existing escrow agreement among HL, its initial shareholders, and Continental, and all references to securities of HL became references to Parent's securities. The material terms of the Amended and Restated Stock Escrow Agreement are described in the Form F-4 in the section titled "The Business Combination Proposals – Related Agreements or Arrangements – Amended Stock Escrow Agreement." Such description is qualified in its entirety by the text of the Amended and Restated Stock Escrow Agreement, which is included as Exhibit 10.3 hereto and is incorporated herein by reference.

Indemnification Escrow Agreement

The Business Combination Agreement provides for mutual indemnification by HL and the Fusion Fuel Shareholders for breaches of their respective representations, warranties, and covenants. Claims for indemnification may be asserted once damages exceed a €750,000 threshold and will be reimbursable to the full extent of the damages in excess of such threshold. Claims for indemnification must be brought before the tenth business day after Parent files its annual report for the fiscal year ending December 31, 2021. To provide a source of funds for HL's indemnification of Fusion Fuel, Parent reserved for issuance to the Fusion Fuel Shareholders an additional 212,500 Class A Ordinary Shares. To provide a source of funds for the Fusion Fuel Shareholders' indemnification of HL, on December 10, 2020, Parent, Fusion Fuel, HL, Fusion Welcome, S.A., as representative of the Fusion Fuel Shareholders, Jeffrey Schwarz, as representative of the HL shareholders, and Continental as escrow agent, entered into an indemnification escrow agreement ("Indemnification Escrow Agreement") pursuant to which Parent deposited an aggregate of 212,500 Class B Ordinary Shares in escrow with Continental. The foregoing description of the Indemnification Escrow Agreement is qualified in its entirety by the text of the Indemnification Escrow Agreement, which is included as Exhibit 10.5 hereto and is incorporated herein by reference.

Amended and Restated Registration Rights Agreement

On December 10, 2020, in connection with the consummation of the Transactions and as contemplated by the Business Combination Agreement, Parent entered into an amended and restated registration rights agreement ("Amended and Restated Registration Rights Agreement") with certain initial shareholders of HL, the Fusion Fuel Shareholders, and Parent's directors. The material terms of the Amended and Restated Registration Rights Agreement are described in the Form F-4 in the section titled "The Business Combination Proposals – Related Agreements or Arrangements – Registration Rights Agreement." Such description is qualified in its entirety by the text of the Amended and Restated Registration Rights Agreement, which is included as Exhibit 10.4 hereto and is incorporated herein by reference.

Amended and Restated Warrant Agreement

On December 10, 2020, in connection with the consummation of the Transactions and as contemplated by the Business Combination Agreement, Parent, HL, and Continental entered into a novation agreement ("Novation Agreement"), pursuant to which Parent assumed by way of novation all of the liabilities, duties, and obligations of HL under and in respect of the existing warrant agreement. Parent and Continental also entered into an amended and restated warrant agreement ("Amended and Restated Warrant Agreement"), pursuant to which all references to HL's warrants in the existing warrant agreement were revised to become references to Parent Warrants and the Parent Warrants to be issued to the Fusion Fuel Shareholders in the Transactions, including as contingent consideration, are covered. The material terms of the Novation Agreement and the Amended and Restated Warrant Agreement are described in the Form F-4 in the section titled "The Business Combination Proposals – Related Agreements or Arrangements – Amended Warrant Agreement." Such description is qualified in its entirety by the text of the Novation Agreement and the Amended and Restated Warrant Agreement, which are included as Exhibits 4.3.1 and 4.3.2 hereto and are incorporated herein by reference.

Other Material Contracts

The description of our other material contracts is contained in the Form F-4 in the section entitled "Business of Fusion Fuel — Working Capital Items," which is incorporated herein by reference.

D. Exchange Controls and Other Limitations Affecting Security Holders

Under the laws of Ireland, there are currently no restrictions on the export or import of capital, including foreign exchange controls or restrictions that affect the remittance of dividends, interest or other payments to nonresident holders of our ordinary shares.

E. Taxation

The material anticipated United States federal income tax and Irish tax consequences of owning and disposing of our securities following the Transactions are described in the Form F-4 in the sections entitled "Anticipated Material U.S. Federal Income Tax Consequences to HL and HL's Securityholders" and "Anticipated Material Irish Income Tax Consequences to Non-Irish Resident HL Securityholders" which are incorporated herein by reference.

F. Dividends and Paying Agents

Parent has no current plans to pay dividends and does not currently have a paying agent.

G. Statement by Experts

The financial statements of Fusion Welcome – Fuel, S.A. as of December 31, 2019 and 2018, and for the year ended December 31, 2019 and the period from July 26, 2018 (inception) to December 31, 2018 appearing in this Report by incorporation by reference to the Form F-4 have been included herein in reliance upon the report of Marcum LLP, independent registered public accounting firm, as set forth in their report thereon, appearing elsewhere in the proxy statement/prospectus dated as of November 10, 2020 (the "Proxy/Prospectus"), and are included in reliance on such report given on the authority of Marcum LLP as experts in auditing and accounting. Such report includes an explanatory paragraph as to Fusion Welcome – Fuel, S.A.'s ability to continue as a going concern.

The financial statements of Fusion Fuel Green Limited (now known as Fusion Fuel Green PLC) as of June 30, 2020, and for the period from inception (April 3, 2020) to June 30, 2020 appearing in this Report by incorporation by reference to the Form F-4 have been included herein in reliance upon the report of Marcum LLP, independent registered public accounting firm, as set forth in their report thereon, appearing elsewhere in the Proxy/Prospectus, and are included in reliance on such report given on the authority of Marcum LLP as experts in auditing and accounting. Such report includes an explanatory paragraph as to Fusion Fuel Green Limited's ability to continue as a going concern.

The financial statements of HL as of June 30, 2020 and 2019, and for the year ended June 30, 2020 and 2019 appearing in this Report by incorporation by reference to the Form F-4 have been audited by Marcum LLP, independent registered public accounting firm, as set forth in their report thereon, appearing elsewhere in the Proxy/Prospectus, and are included in reliance on such report given on the authority of Marcum LLP as experts in auditing and accounting. Such report includes an explanatory paragraph as to HL's ability to continue as a going concern.

H. Documents on Display

We are subject to certain of the informational filing requirements of the Exchange Act. Since we are a "foreign private issuer," we are exempt from the rules and regulations under the Exchange Act prescribing the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act, with respect to their purchase and sale of our shares. In addition, we are not required to file reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we are required to file with the SEC an Annual Report on Form 20-F containing financial statements audited by an independent accounting firm. We also furnish to the SEC, on Form 6-K, unaudited financial information after each of our first three fiscal quarters. The SEC maintains a website at http://www.sec.gov that contains reports and other information that we file with or furnish electronically with the SEC.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

The information set forth in the section entitled "Fusion Fuel's Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Form F-4 is incorporated herein by reference.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not required.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not required.

ITEM 15. CONTROLS AND PROCEDURES

Not required.

ITEM 16. [RESERVED]

Not required.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Not required.

ITEM 16B. CODE OF ETHICS

Not required.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Not required.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not required.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not required.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not required.

ITEM 16G. CORPORATE GOVERNANCE

Not required.

ITEM 16H. MINE SAFETY DISCLOSURE

Not required.

PART III

ITEM 17. FINANCIAL STATEMENTS

See Item 18 of this Report.

ITEM 18. FINANCIAL STATEMENTS

The disclosures on pages F-1 to F-53 of the Form F-4 are incorporated by reference herein.

The information set forth in the Form F-4 in the section entitled “Unaudited Pro forma Condensed Combined Financial Statements” is incorporated herein by reference.

Unaudited pro forma condensed combined financial information of Parent is included as Exhibit 15.5 hereto.

EXHIBIT INDEX

Exhibit No.	Description	Included	Form	Filing Date
2.1	Amended and Restated Business Combination Agreement.	By reference	F-4/A	November 5, 2020
3.1	Memorandum and Articles of Association of Fusion Fuel Green plc.	Herewith	--	--
4.1	Specimen Class A Ordinary Share Certificate of Fusion Fuel Green plc.	By Reference	F-4/A	October 9, 2020
4.2	Specimen Warrant Certificate of Fusion Fuel Green plc.	By Reference	F-4/A	October 9, 2020
4.3.1	Novation Agreement between HL Acquisitions Corp., Fusion Fuel Green plc, and Continental Stock Transfer & Trust Company.	Herewith	--	--
4.3.2	Amended and Restated Warrant Agreement between Fusion Fuel Green plc and Continental Stock Transfer & Trust Company.	Herewith	--	--
10.1	Form of Indemnification Agreement with Fusion Fuel Green plc's directors and executive officers.	By Reference	F-4/A	November 5, 2020
10.2	Form of Managing Agreement between Fusion Welcome – Fuel, S.A. and its executive officers.	By Reference	F-4	August 12, 2020
10.3	Amended and Restated Stock Escrow Agreement between HL Acquisitions Corp., Fusion Fuel Green plc, certain former shareholders of HL Acquisitions Corp., and Continental Stock Transfer & Trust Company, dated December 10, 2020.	Herewith	--	--
10.4	Amended and Restated Registration Rights Agreement between HL Acquisitions Corp., Fusion Fuel Green plc, certain former shareholders of HL Acquisitions Corp., EarlyBirdCapital, Inc., and certain former shareholders of Fusion Welcome – Fuel, S.A., dated December 10, 2020.	Herewith	--	--
10.5	Indemnification Escrow Agreement between Fusion Fuel Green plc, Fusion Welcome – Fuel, S.A., Fusion Welcome, S.A., HL Acquisitions Corp., Jeffrey Schwarz, and Continental Stock Transfer & Trust Company, dated December 10, 2020.	Herewith	--	--
10.6	English Translation of Contract of Disposal of Intellectual Property between Fusion Welcome – Fuel, S.A. and MagP Invocao, S.A., dated September 13, 2018.	By Reference	F-4/A	September 21, 2020
10.7	English Translation of Amendment to Contract of Disposal of Intellectual Property, between Fusion Welcome – Fuel, S.A. and MagP Invocao, S.A., dated May 22, 2020.	By Reference	F-4/A	October 9, 2020
10.8	English Translation of Production Capacity Reservation, between Fusion Welcome – Fuel, S.A. and MagP Invocao, S.A., dated June 1, 2020.	By Reference	F-4/A	September 21, 2020
10.9	Sub-Lease Agreement, between Fusion Welcome – Fuel, S.A. and MagP Invocao, S.A., dated September 25, 2020.	By Reference	F-4/A	October 9, 2020

10.10	Special Eligibility Agreement for Securities, dated as of December 10, 2020, among the Depository Trust Company, Cede & Co., National Securities Clearing Corporation, Fusion Fuel Green plc, and Continental Stock Transfer & Trust Company.	By Reference	F-4/A	November 5, 2020
10.10	Form of Subscription Agreement of Fusion Fuel Green plc.	By Reference	F-4/A	October 9, 2020
10.11	Form of Non-Executive Director Appointment Letter.	By Reference	F-4/A	October 29, 2020
15.1	Audited Financial Statements of HL Acquisitions Corp. as of and for the years ended June 30, 2020 and 2019.	By Reference	F-4/A	November 5, 2020
15.2	Unaudited Interim Financial Statements of Fusion Welcome – Fuel, S.A. as of and for the six months ended June 30, 2020 and 2019.	By Reference	F-4/A	November 5, 2020
15.3	Audited Financial Statements of Fusion Welcome – Fuel, S.A. as of and for the year ended December 31, 2019 and the period from July 26, 2018 (inception) to December 31, 2018.	By Reference	F-4/A	November 5, 2020
15.4	Audited Financial Statements of Fusion Fuel Green Limited (now known as Fusion Fuel Green plc) as of June 30, 2020 and for the period from April 3, 2020 (inception) to June 30, 2020.	By Reference	F-4/A	November 5, 2020
15.5	Unaudited Pro-forma Financial Information.	Herewith	--	--
15.6	Consent of Marcum LLP (Fusion Fuel and Parent)	Herewith	--	--
15.7	Consent of Marcum LLP (HL)	Herewith	--	--
21.1	List of Subsidiaries.	Herewith	--	--

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this report on its behalf.

FUSION FUEL GREEN PLC

December 16, 2020

By: /s/Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Chief Financial Officer

Exhibit 3.1

Companies Act 2014

PUBLIC LIMITED COMPANY

CONSTITUTION

OF

FUSION FUEL GREEN PUBLIC LIMITED COMPANY

MEMORANDUM OF ASSOCIATION

1. The name of the Company is FUSION FUEL GREEN PUBLIC LIMITED COMPANY.

2. The Company is a public limited company, registered under Part 17 of the Companies Act 2014.

3. The objects for which the Company is established are:

3.1 To carry on the business of a holding company and to co-ordinate the administration, finances and activities of any subsidiary companies or associated companies, to do all lawful acts and things whatever that are necessary or convenient in carrying on the business of such a holding company and in particular to carry on in all its branches the business of a management services company, to act as managers and to direct or coordinate the management of other companies or of the business, property and estates of any company or person and to undertake and carry out all such services in connection therewith as may be deemed expedient by the Company's board of directors and to exercise its powers as a shareholder of other companies.

3.2 To carry on the businesses of manufacturer, distributor, wholesaler, retailer, service provider, investor, designer, trader and any other business (except the issuing of policies of insurance) which may seem to the Company's board of directors capable of being conveniently carried on in connection with these objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

3.3 To carry on all or any of the businesses as aforesaid either as a separate business or as the principal business of the Company.

3.4 To invest and deal with the property of the Company in such manner as may from time to time be determined by the Company's board of directors and to dispose of or vary such investments and dealings.

3.5 To borrow or raise money or capital in any manner and on such terms and subject to such conditions and for such purposes as the Company's board of directors shall think fit or expedient, whether alone or jointly and/or severally with any other person or company, including, without prejudice to the generality of the foregoing, whether by the issue of debentures or debenture stock (perpetual or otherwise) or otherwise, and to secure, with or without consideration, the payment or repayment of any money borrowed, raised or owing or any debt, obligation or liability of the Company or of any other person or company whatsoever in such manner and on such terms and conditions as the Company's board of directors shall think fit or expedient and, in particular by mortgage, charge, lien, pledge or debenture or any other security of whatsoever nature or howsoever described, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities or borrowings and also to accept capital contributions from any person or company in any manner and on such terms and conditions and for such purposes as the Company's board of directors shall think fit or expedient.

3.6 To lend and advance money or other property or give credit or financial accommodation to any company or person in any manner either with or without security and whether with or without the payment of interest and upon such terms and conditions as the Company's board of directors shall think fit or expedient.

3.7 To guarantee, indemnify, grant indemnities in respect of, enter into any suretyship or joint obligation, or otherwise support or secure, whether by personal covenant, indemnity or undertaking or by mortgaging, charging, pledging or granting a lien or other security over all or any part of the Company's property (both present and future) or by any one or more of such methods or any other method and whether in support of such guarantee or indemnity or suretyship or joint obligation or otherwise, on such terms and conditions as the Company's board of directors shall think fit, the payment of any debts or the performance or discharge of any contract, obligation or liability of any person or company (including, without prejudice to the generality of the foregoing, the payment of any capital, principal, dividends or interest on any stocks, shares, debentures, debenture stock, notes, bonds or other securities of any person, authority or company) including, without prejudice to the generality of the foregoing, any company which is for the time being the Company's holding company or another subsidiary (as defined by the Act) of the Company's holding company or a subsidiary of the Company or otherwise associated with the Company (including any arrangements of the Company or any of its subsidiaries described in paragraph 3.19), in each case notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect, from entering into any such guarantee or indemnity or suretyship or joint obligation or other arrangement or transaction contemplated herein.

3.8 To grant, convey, assign, transfer, exchange or otherwise alienate or dispose of any property of the Company of whatever nature or tenure for such price, consideration, sum or other return whether equal to or less than the market value thereof or for shares, debentures or securities and whether by way of gift or otherwise as the Company's board of directors shall deem fit or expedient and where the property consists of real property to grant any fee farm grant or lease or to enter into any agreement for letting or hire of any such property for a rent or return equal to or less than the market or rack rent therefor or at no rent and subject to or free from covenants and restrictions as the Company's board of directors shall deem appropriate.

3.9 To purchase, take on, lease, exchange, rent, hire or otherwise acquire any property and to acquire and undertake the whole or any part of the business and property of any company or person.

3.10 To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting out and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting and by entering into building leases or building agreements and by advancing money to and entering into contracts and arrangements of all kinds with builders, contractors, architects, surveyors, purchasers, vendors, tenants and any other person.

3.11 To construct, improve, maintain, develop, work, manage, carry out or control any property which may seem calculated directly or indirectly to advance the Company's interest and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

3.12 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

3.13 To engage in currency exchange, interest rate and commodity transactions including, but not limited to, dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange, interest rate or commodity hedging arrangements and such other instruments as are similar to, or derived from, any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency, interest rate or commodity exposure or any other exposure or for any other purpose.

3.14 As a pursuit in itself or otherwise and whether for the purpose of making a profit or avoiding a loss or managing a currency, interest rate or commodity exposure or any other exposure or for any other purpose whatsoever, to engage in any currency exchange transactions, interest rate transactions and commodity transactions, derivative and/or treasury transactions and any other financial or other transactions, including (without prejudice to the generality of the foregoing) securitisation, treasury and/or structured finance transactions, of whatever nature in any manner and on any terms and for any purposes whatsoever, including, without prejudice to the generality of the foregoing, any transaction entered into in connection with or for the purpose of, or capable of being for the purposes of, avoiding, reducing, minimising, hedging against or otherwise managing the risk of any loss, cost, expense, or liability arising, or which may arise, directly or indirectly, from a change or changes in any interest rate or currency exchange rate or in the price or value of any property, asset, commodity, index or liability or from any other risk or factor affecting the Company's business, including but not limited to dealings whether involving purchases, sales or otherwise in foreign currency, spot and/or forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and/or any such other currency or interest rate or commodity or other hedging, treasury or structured finance arrangements and such other instruments as are similar to, or derived from any of the foregoing.

3.15 To apply for, establish, create, purchase or otherwise acquire, sell or otherwise dispose of and hold any patents, trade marks, copyrights, brevets d'invention, registered designs, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information and any invention and to use, exercise, develop or grant licences in respect of or otherwise turn to account or exploit the property, rights or information so held.

3.16 To enter into any arrangements with any governments or authorities, national, local or otherwise and to obtain from any such government or authority any rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

3.17 To establish, form, register, incorporate or promote any company or companies or person, whether inside or outside of Ireland.

3.18 To procure that the Company be registered or recognised whether as a branch or otherwise in any country or place.

3.19 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction and to engage in any transaction in connection with the foregoing.

3.20 To acquire or amalgamate with any other company or person.

3.21 To acquire and undertake the whole or any part of the business, good-will and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage or deal with any shares, debentures, debenture stock or securities so received.

3.22 To promote freedom of contract, and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company's or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purposes.

3.23 To make gifts to any person or company including, without prejudice to the generality of the foregoing, capital contributions and to grant bonuses to the directors or any other persons or companies who are or have been in the employment of the Company including substitute directors and any other officer or employee.

3.24 To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit directors, ex-directors, employees or ex-employees of the Company or any subsidiary of the Company or the dependants or connections of such persons, and to grant pensions and allowances upon such terms and in such manner as the Company's board of directors think fit, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, or any other object whatsoever which the Company's board of directors may think advisable.

3.25 To establish and contribute to any scheme for the purchase of shares or subscription for shares in the Company, its holding company or any of its or their respective subsidiaries, to be held for the benefit of the employees or former employees of the Company or any subsidiary of the Company including any person who is or was a director holding a salaried employment or office in the Company or any subsidiary of the Company and to lend or otherwise provide money to the trustees of such schemes or the employees or former employees of the Company or any subsidiary of the Company to enable them to purchase shares of the Company, its holding company or any of its or their respective subsidiaries and to formulate and carry into effect any scheme for sharing the profits of the Company, its holding company or any of its or their respective subsidiaries with its employees and/or the employees of any of its subsidiaries.

3.26 To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

3.27 To obtain any Act of the Oireachtas or provisional order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

3.28 To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

3.29 To undertake and execute the office of trustee and nominee for the purpose of holding and dealing with any property of any kind for or on behalf of any person or company; to act as trustee, nominee, agent, executor, administrator, registrar, secretary, committee or attorney generally for any purpose and either solely or with others for any person or company; to vest any property in any person or company with or without any declared trust in favour of the Company.

3.30 To pay all costs, charges, fees and expenses incurred or sustained in or about the promotion, establishment, formation and registration of the Company.

3.31 To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with any person or company.

3.32 To distribute the property of the Company in specie among the members or, if there is only one, to the sole member of the Company.

3.33 To do all such other things as the Company's board of directors may think incidental or conducive to the attainment of the above objects or any of them.

NOTE: it is hereby declared that in this memorandum of association:

a) the word "company", except where used in reference to this Company, shall be deemed to include a body corporate, whether a company (wherever formed, registered or incorporated), a corporation aggregate, a corporation sole and a national or local government or other legal entity; and

b) the word "person", shall be deemed to include any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether or not having a separate legal personality) and that person's personal representatives, successors or permitted assigns; and

c) the word "property", shall be deemed to include, where the context permits, real property, personal property including choses or things in action and all other intangible property and money and all estates, rights, titles and interests therein and includes the Company's uncalled capital and future calls and all and every other undertaking and asset; and

d) a word or expression used in this memorandum of association which is not otherwise defined and which is also used in the Companies Act 2014 shall have the same meaning here, as it has in the Companies Act 2014; and

e) any phrase introduced by the terms “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms, whether or not followed by the phrases “but not limited to”, “without prejudice to the generality of the foregoing” or any similar expression; and

f) words denoting the singular number only shall include the plural number and vice versa and references to one gender includes all genders; and

g) it is intended that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be separate and distinct objects of the Company and shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the paragraphs of this clause occur or the name of the Company.

4. The liability of the members is limited.

5. The authorised share capital of the Company is US$11,212.50 divided into 100,000,000 A Ordinary Shares with a nominal value of US$0.0001 each, 2,125,000 B Ordinary Shares with a nominal value of US$0.0001 each and 10,000,000 preferred shares with a nominal value of US$0.0001 each, and €25,000 divided into 25,000 deferred ordinary shares with a nominal value of €1.00 each.

6. The shares forming the capital, may be increased or reduced and be divided into such classes and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting or other special incidents, and be held upon such terms as may be attached thereto or as may from time to time be provided by the original or any substituted or amended articles of association and regulations of the Company for the time being, but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company’s articles of association for the time being.

FUSION FUEL GREEN PUBLIC LIMITED COMPANY

ARTICLES OF ASSOCIATION

Interpretation and general

1. Sections 83, 84 and, for the avoidance of doubt, 117(9) of the Act shall apply to the Company but, subject to that, the provisions set out in these Articles shall constitute the whole of the regulations applicable to the Company and no other "optional provisions" as defined by section 1007(2) of the Act shall apply to the Company.

2. In these Articles:

2.1 "**Act**" means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

2.2 "**Adoption Date**" means the effective date of adoption of these Articles;

2.3 "**Approved Nominee**" means a person appointed under contractual arrangements with the Company to hold shares or rights or interests in shares of the Company on a nominee basis;

2.4 "**Article**" means an article of these Articles;

2.5 "**Articles**" means these articles of association as from time to time and for the time being in force;

2.6 "**Auditors**" means the auditors for the time being of the Company;

2.7 "**B Shareholder Consent**" has the meaning given in Article 5;

2.8 "**Board**" means the board of Directors of the Company;

2.9 "**Business Combination**" refers to the Merger and the Share Exchange, together;

2.10 "**Business Combination Agreement**" refers to the business combination agreement, dated as of 6 June 2020 by and among HL Acquisitions Corp., Fusion Welcome – Fuel, S.A., the Company, Fusion Fuel Atlantic Limited and the shareholders of Fusion Welcome – Fuel, S.A., as the same may be amended from time to time;

2.11 "**Chairman**" means the person occupying the position of Chairman of the Board from time to time;

2.12 "**Chief Executive Officer**" shall include any equivalent office;

2.13 "**Class A Ordinary Shares**" means the A ordinary shares with a nominal value of US$0.0001 each in the capital of the Company;

2.14 "**Class B Ordinary Shares**" means the B ordinary shares with a nominal value of US$0.0001 each in the capital of the Company;

2.15 "**Clear Days**" means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and excluding the day for which notice is being given or on which an action or event for which notice is being given is to occur or take effect;

2.16 "**Company**" means the company whose name appears in the heading to these Articles;

2.17 "**Company Secretary**" means the person or persons appointed as company secretary or joint company secretary of the Company from time to time and shall include any assistant or deputy secretary;

2.18 "**Deferred Shares**" means the deferred ordinary shares with a nominal value of €1.00 each in the capital of the Company;

2.19 "**Directors**" means the directors for the time being of the Company or any of them acting as the Board;

2.20 "**electronic communication**" has the meaning given to that word in the Electronic Commerce Act 2000 and in addition includes in the case of notices or documents issued on behalf of the Company, such documents being made available or displayed on a website of the Company (or a website designated by the Board);

2.21 "**Exchange**" means any securities exchange or other system on which the shares of the Company may be listed or otherwise authorised for trading from time to time in circumstances where the Company has approved such listing or trading;

2.22 "**Exchange Act**" means the Securities Exchange Act of 1934 of the United States, as amended;

2.23 "**Fusion Welcome Shareholders**" means the shareholders of Fusion Welcome – Fuel, S.A. as at the date of the Business Combination Agreement;

2.24 "**Group**" means the Company and its subsidiaries from time to time and for the time being;

2.25 "**member**" means in relation to any share, the member whose name is entered in the Register as the holder of the share or, where the context permits, the members whose names are entered in the Register as the joint holders of shares and shall include a member's personal representatives in consequence of his or her death or bankruptcy;

2.26 "**Memorandum**" means the memorandum of association of the Company;

2.27 "**Merger**" refers to the merger of Fusion Fuel Atlantic Limited, with and into HL Acquisitions Corp., with HL Acquisitions Corp. surviving the merger, in accordance with the Business Combination Agreement;

2.28 "**Office**" means the registered office for the time being of the Company;

2.29 "**Ordinary Shares**" means the Class A Ordinary Shares and the Class B Ordinary Shares;

2.30 "**Preferred Shares**" means the preferred shares with a nominal value of US$0.0001 each in the capital of the Company;

2.31 "**Redeemable Shares**" means redeemable shares as defined by section 64 of the Act;

2.32 "**Re-designation Event**" means;

(a) the transfer of Restricted Voting Ordinary Shares from a Restricted Shareholder to a shareholder who is not a Restricted Shareholder;

(b) an event whereby a Restricted Shareholder ceases to be restricted from subscribing for and holding shares of the Company by virtue of Rule 9 of the Takeover Rules, except in these circumstances the number of Restricted Voting Ordinary Shares which shall be re-designated as Ordinary Shares shall be the maximum number of Ordinary Shares that can be re-designated without the former Restricted Shareholder becoming a Restricted Shareholder on the Re-designation Event; or

(c) a Restricted Shareholder of the Company undertaking a Takeover Rules Event and the Takeover Panel consenting to some or all of the Restricted Voting Ordinary Shares being re-designated, in which case only those Restricted Voting Ordinary Shares the re-designation of which has been consented to by the Takeover Panel shall be re-designated as Ordinary Shares;

2.33 "**Register**" means the register of members of the Company to be kept as required by the Act;

2.34 "**Restricted Shareholder**" means a member of the Company who is restricted from subscribing for and holding shares of the Company without a Takeover Rules Event occurring by virtue of Rule 9 of the Takeover Rules or a member who would be so restricted but for the limitations on voting rights set out under Article 10;

2.35 "**Restricted Voting Ordinary Shares**" means Ordinary Shares issued by the Company and subscribed for by a Restricted Shareholder under Article 9;

2.36 "**SEC**" means the U.S. Securities and Exchange Commission;

2.37 "**Share Exchange**" refers to the acquisition by the Company of all of the issued and outstanding shares of Fusion Welcome – Fuel, S.A., in accordance with the Business Combination Agreement;

2.38 "**Takeover Panel**" means the Irish Takeover Panel established under the Irish Takeover Panel Act 1997;

2.39 "**Takeover Rules**" means the Takeover Panel Act 1997 Takeover Rules 2013; and

2.40 "**Takeover Rules Event**" means either of the following events:

(d) a Restricted Shareholder extending an offer to the holders of each class of shares of the Company in accordance with Rule 9 of the Takeover Rules; or

(e) the Company obtaining approval of the Takeover Panel or a waiver of Rule 9 of the Takeover Rules in respect of a Restricted Shareholder.

NOTE: it is hereby declared that in these Articles:

a) the word "company", except where used in reference to this Company, shall be deemed to include a body corporate, whether a company (wherever formed, registered or incorporated), a corporation aggregate, a corporation sole and a national or local government or other legal entity; and

b) the word "person", shall be deemed to include any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether or not having a separate legal personality) and that person's personal representatives, successors or permitted assigns; and

c) the word "property", shall be deemed to include, where the context permits, real property, personal property including choses or things in action and all other intangible property and money and all estates, rights, titles and interests therein and includes the Company's uncalled capital and future calls and all and every other undertaking and asset; and

d) a word or expression used in the Articles which is not otherwise defined and which is also used in the Act shall have the same meaning here, as it has in the Act; and

e) any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms, whether or not followed by the phrases "but not limited to", "without prejudice to the generality of the foregoing" or any similar expression; and

f) words denoting the singular number only shall include the plural number and vice versa and references to one gender includes all genders.

AUTHORISED SHARE CAPITAL

3. The authorised share capital of the Company is US$11,212.50 divided into 100,000,000 A Ordinary Shares with a nominal value of US$0.0001 each, 2,125,000 B Ordinary Shares with a nominal value of US$0.0001 each and 10,000,000 preferred shares with a nominal value of US$0.0001 each, and €25,000 divided into 25,000 deferred ordinary shares with a nominal value of €1.00 each.

RIGHTS ATTACHING TO THE ORDINARY SHARES

4. Save as otherwise provided in Article 5, the Class A Ordinary Shares and the Class B Ordinary Shares shall rank pari passu in all respects, such that the rights attaching to the Class A Ordinary Shares and the Class B Ordinary Shares shall include the following:

4.1 subject to the right of the Company to set record dates for the purposes of determining the identity of members entitled to notice of and/or to vote at a general meeting and the authority of the Board and chairperson of the meeting to maintain order and security, the right to attend any general meeting of the Company and to exercise one vote per Class A Ordinary Share and one vote per Class B Ordinary Share held at any general meeting of the Company;

4.2 the right to participate pro rata in all dividends declared by the Company; and

4.3 the right, in the event of the Company's winding up, to participate pro rata in the total assets of the Company.

5. Notwithstanding any other provision of these Articles, for so long as not less than an aggregate of 1,700,000 Class B Ordinary Shares continue to be beneficially owned by the Fusion Welcome Shareholders (and any assignee or transferee where such assignment or transfer was effected solely for the purposes of estate planning or was as a result of the death or divorce of any Fusion Welcome Shareholder), the Company shall not, either directly or indirectly, by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote or consent required by law, the Memorandum or these Articles) the written consent or affirmative vote of the holders of a majority of the outstanding Class B Ordinary Shares given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class (and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect) (the "**B Shareholder Consent**"):

5.1 liquidate, dissolve or wind-up the business and affairs of the Company;

5.2 effect any merger or consolidation, to which either the Company or any of its subsidiaries is a constituent party, and pursuant to which the Company issues shares (except any such merger or consolidation involving the Company or a subsidiary in which the shares of the Company immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the shares of (1) the surviving or resulting company, or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company);

5.3 sell, lease, transfer, exclusively license or otherwise dispose, in a single transaction or series of related transactions, of all or substantially all the assets of the Company and/or its subsidiaries taken as a whole, or sell or dispose (whether by merger, consolidation or otherwise) of one or more of its subsidiaries if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company;

5.4 permit the sale of all or substantially all of the Class A Ordinary Shares and Class B Ordinary Shares to an independent third party or group;

5.5 amend, alter or repeal any provision of these Articles or the Memorandum;

5.6 create or authorise the creation of, or issue or enter an agreement to issue, shares of any additional class or series, or equity securities convertible into shares of the Company;

5.7 expand or otherwise alter the size of the Board of Directors of the Company or the board of directors of Fusion Welcome – Fuel, S.A.; and/or

5.8 remove any member of the board of directors of Fusion Welcome – Fuel, S.A.

6. The rights attaching to the Ordinary Shares may be subject to the terms of issue of any series or class of Preferred Shares allotted by the Directors from time to time in accordance with Article 12.

CONVERSION OF CLASS B ORDINARY SHARES

7. Each Class B Ordinary Share shall be convertible, at the option of the holder thereof at any time up to 30 December 2023, into one Class A Ordinary Share.

8. On 31 December 2023, all Class B Ordinary Shares shall automatically convert into an equal number of Class A Ordinary Shares, without the requirement of any approval by the Board or any shareholders of the Company.

RESTRICTED VOTING ORDINARY SHARES

9. If the Company issues Ordinary Shares to a Restricted Shareholder and the Restricted Shareholder elects to accept such Ordinary Shares without a Takeover Rules Event occurring, the share certificates to be issued in respect of the Ordinary Shares shall bear a legend making reference to the shares as Restricted Voting Ordinary Shares.

10. The following restrictions shall attach to Ordinary Shares issued by the Company as Restricted Voting Ordinary Shares:

10.1 from the time of issue until a Re-designation Event occurs, the Restricted Voting Ordinary Shares in issue will be designated as Restricted Voting Ordinary Shares and the rights attaching to such shares shall be restricted as set out in this Article 10;

10.2 the Restricted Voting Ordinary Shares shall carry no rights to receive notice of or to attend or vote at any general meeting of the Company;

10.3 save as provided herein, the Restricted Voting Ordinary Shares shall rank pari passu at all times and in all respects with all other Ordinary Shares;

10.4 forthwith upon a Re-designation Event, each holder of Restricted Voting Ordinary Shares that are to be re-designated shall send to the Company the certificates in respect of the Restricted Voting Ordinary Shares held by him or it immediately prior to the Re-designation Event and thereupon, but subject to receipt of such certificates, the Company shall issue to such holders respectively replacement certificates for the Ordinary Shares without a legend making reference to the shares as Restricted Voting Ordinary Shares; and

10.5 re-designation of the Restricted Voting Ordinary Shares shall be effected by way of a deemed automatic re-designation of such shares immediately upon and subject to a Re-designation Event, without the requirement of any approval by the Board or any shareholders of the Company.

11. Any Restricted Voting Ordinary Shares in issue shall comprise a single class with any other Ordinary Shares in issue.

RIGHTS ATTACHING TO PREFERRED SHARES

12. The Board is empowered to cause the Preferred Shares to be issued from time to time as shares of one or more series of Preferred Shares, and in the resolution or resolutions providing for the issue of Preferred Shares of each particular series, before issuance, the Board is expressly authorised to fix:

12.1 the distinctive designation of such series and the number of shares which shall constitute such series, which number may be increased (except as otherwise provided by the Board in creating such series) or decreased (but not below the number of shares thereof then in issue) from time to time by resolution of the Board;

12.2 the rate of dividends payable on shares of such series, if any, whether or not and upon what conditions dividends on shares of such series shall be cumulative and, if cumulative, the date or dates from which dividends shall accumulate and the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or on any other series of share capital;

12.3 the terms, if any, on which shares of such series may be redeemed, including without limitation, the redemption price or prices for such series, which may consist of a redemption price or scale of redemption prices applicable only to redemption in connection with a sinking fund (which term as used herein shall include any fund or requirement for the periodic purchase or redemption of shares), and the same or a different redemption price or scale of redemption prices applicable to any other redemption;

12.4 the terms and amount of any sinking fund provided for the purchase or redemption of shares of such series;

12.5 the amount or amounts which shall be paid to the holders of shares of such series in case of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary;

12.6 the terms, if any, upon which the holders of shares of such series may convert shares thereof into shares of any other class or classes or of any one or more series of the same class or of another class or classes;

12.7 the voting rights, full or limited, if any, of the shares of such series; and whether or not and under what conditions the shares of such series (alone or together with the shares of one or more other series having similar provisions) shall be entitled to vote separately as a single class, for the election of one or more additional Directors in case of dividend arrears or other specified events, or upon other matters;

12.8 whether or not the holders of shares of such series, as such, shall have any pre-emptive or preferential rights to subscribe for or purchase shares of any class or series of shares of the Company, now or hereafter authorised, or any securities convertible into, or warrants or other evidences of optional rights to purchase or subscribe for, shares of any class or series of the Company, now or hereafter authorised;

12.9 the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends, or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, any other class or classes of shares ranking junior to the shares of such series either as to dividends or upon liquidation, dissolution or winding up;

12.10 the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issuance of any additional shares (including additional shares of such series or of any other class) ranking on a parity with or prior to the shares of such series as to dividends or distribution of assets upon liquidation; and

12.11 such other rights, preferences and limitations as may be permitted to be fixed by the Board of the Company under the laws of Ireland as in effect at the time of the creation of such series.

13. The Board is authorised to change the designations, rights, preferences and limitations of any series of Preferred Shares theretofore established, no shares of which have been issued.

14. The rights conferred upon the member of any pre-existing shares in the share capital of the Company shall be deemed not to be varied by the creation, issue and allotment of Preferred Shares in accordance with these Articles.

RIGHTS ATTACHING TO DEFERRED SHARES

15. The Deferred Shares shall have the rights and privileges and be subject to the restrictions set out in this Article 15:

15.1 the Deferred Shares are non-voting shares and do not convey upon the holder the right to be paid a dividend or to receive notice of or to attend, vote or speak at a general meeting;

15.2 the Deferred Shares confer the right on a return of capital, on a winding-up or otherwise, only to the repayment of the nominal value paid up on the Deferred Shares after repayment of the nominal value of the Ordinary Shares; and

15.3 any Director (the "**Agent**") is appointed, the attorney of the holder of a Deferred Share, with an irrevocable instruction to the Agent to execute all or any forms of transfer and/or renunciation and/or other documents in the Agent's discretion in relation to the Deferred Shares in favour of the Company or as it may direct and to deliver such forms of transfer and/or renunciation and/or other documents together with any certificate(s) and/or other documents for registration and to do all such other acts and things as may in the reasonable opinion of the Agent be necessary or expedient for the purpose of, or in connection with, the purchase by the Company of the Deferred Shares for nil consideration or such other consideration as the Board may determine and to vest the said Deferred Shares in the Company.

16. Without prejudice to any special rights conferred on the members of any existing shares or class of shares and subject to the provisions of the Act, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.

ALLOTMENT AND ACQUISITION OF SHARES

17. The following provisions shall apply:

17.1 Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Act) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its members, but so that no share shall be issued at a discount and so that, in the case of shares offered to the public for subscription, the amount payable on application on each share shall not be less than one-quarter of the nominal amount of the share and the whole of any premium thereon.

17.2 Without prejudice to the generality of the powers conferred on the Directors by other paragraphs of these Articles, and subject to any requirement to obtain the approval of the members under any laws, regulations or the rules of any Exchange, the Directors may grant from time to time options to subscribe for the unallotted shares in the capital of the Company to Directors and other persons in the service or employment of the Company or any subsidiary or associate company of the Company on such terms and subject to such conditions as may be approved from time to time by the Directors or by any committee thereof appointed by the Directors for the purpose of such approval and on the terms and conditions required to obtain the approval of any statutory authority in any jurisdiction.

17.3 Subject to the provisions of these Articles including but not limited to Article 5, the Directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities within the meaning of section 1021 of the Act. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be the amount of the authorised but unissued share capital of the Company at the Adoption Date. The authority hereby conferred shall expire on 31 December 2023 unless and to the extent that such authority is renewed, revoked or extended prior to such date. The Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement, notwithstanding that the authority hereby conferred has expired.

17.4 The Directors are hereby empowered pursuant to sections 1022 and 1023 of the Act to allot equity securities (within the meaning of the said section 1023) for cash pursuant to the authority conferred by Article 17.3 as if section 1022(1) of the Act did not apply to any such allotment. The authority conferred by this Article 17.4 shall expire on 31 December 2023, unless previously renewed, varied or revoked; provided that the Company may before the expiry of such authority make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this Article 17.4 had not expired.

17.5 The Company may issue permissible letters of allotment (as defined by section 1019 of the Act) to the extent permitted by the Act.

17.6 Unless otherwise determined by the Directors or the rights attaching to or by the terms of issue of any particular shares, or to the extent required by the Act, any Exchange, depository or any operator of any clearance or settlement system, no person whose name is entered as a member in the Register shall be entitled to receive a share certificate for any shares of any class held by him or her in the capital of the Company (nor on transferring part of a holding, to a certificate for the balance).

17.7 Any share certificate, if issued, shall specify the number of shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as shall be determined by the Directors. Such certificates may be under seal. All certificates for shares in the capital of the Company shall be consecutively numbered or otherwise identified and shall specify the shares in the capital of the Company to which they relate. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered in the Register. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares in the capital of the Company shall have been surrendered and cancelled. The Directors may authorise certificates to be issued with the seal and authorised signature(s) affixed by some method or system of mechanical process. In respect of a share or shares in the capital of the Company held jointly by several persons, the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating such evidence, as the Directors may prescribe, and, in the case of defacement or wearing out, upon delivery of the old certificate.

18. The Company:

18.1 may give financial assistance for the purpose of an acquisition of its shares or, where the Company is a subsidiary, its holding company where permitted by sections 82 and 1043 of the Act, and

18.2 is authorised, for the purposes of section 105(4)(a) of the Act, but subject to section 1073 of the Act, to acquire its own shares.

19. The Directors (and any committee established under Article 189 and so authorised by the Directors and any person so authorised by the Directors or such committee) may without prejudice to Article 171:

19.1 allot, issue, grant options over and otherwise dispose of shares in the Company; and

19.2 exercise the Company's powers under Article 17,

on such terms and subject to such conditions as they think fit, subject only to the provisions of the Act and these Articles.

20. Unless the Board determines otherwise, any share in the capital of the Company shall be deemed to be a Redeemable Share on, and from the time of, the existence or creation of an agreement, transaction or trade between the Company and any person (who may or may not be a member) pursuant to which the Company acquires or will acquire a share in the capital of the Company, or an interest in shares in the capital of the Company, from the relevant person, save for an acquisition for nil consideration pursuant to section 102(1)(a) of the Act. In these circumstances, the acquisition of such shares by the Company, save where acquired for nil consideration in accordance with the Act, shall constitute the redemption of a Redeemable Share in accordance with Chapter 6 of Part 3 of the Act. No resolution, whether special or otherwise, shall be required to be passed to deem any share in the capital of the Company a Redeemable Share.

VARIATION OF CLASS RIGHTS

21. Without prejudice to the authority conferred on the Directors pursuant to Article 12 to issue Preferred Shares in the capital of the Company, where the shares in the Company are divided into different classes, the rights attaching to a class of shares may only be varied or abrogated if (a) the holders of 75% in nominal value of the issued shares of that class consent in writing to the variation, or (b) a special resolution, passed at a separate general meeting of the holders of that class, sanctions the variation. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and the quorum at an adjourned meeting shall be one person holding or representing by proxy shares of the class in question or that person's proxy. The rights conferred upon the holders of any class of shares issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by a purchase or redemption by the Company of its own shares or by the creation or issue of further shares ranking pari passu therewith or subordinate thereto.

22. The redemption or purchase of Preferred Shares or any class or series of Preferred Shares shall not constitute a variation of rights of the holders of Preferred Shares.

23. The issue, redemption or purchase of any of the Preferred Shares shall not constitute a variation of the rights of the holders of Ordinary Shares.

24. The issue of Preferred Shares or any class or series of Preferred Shares which rank pari passu with, or junior to, any existing Preferred Shares or class of Preferred Shares shall not constitute a variation of the existing Preferred Shares or class of Preferred Shares.

25. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

TRUSTS NOT RECOGNISED

26. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the member. This shall not preclude (i) the Company from requiring the members or a transferee of shares to furnish the Company with information as to the beneficial ownership of any share when such information is reasonably required by the Company, or (ii) the Directors, where they consider it appropriate, providing the information given to the members of shares to the holders of depositary instruments in such shares.

CALLS ON SHARES

27. The Directors may from time to time make calls upon the members in respect of any consideration unpaid on their shares in the Company (whether on account of the nominal value of the shares or by way of premium), provided that in the case where the conditions of allotment or issuance of shares provide for the payment of consideration in respect of such shares at fixed times, the Directors shall only make calls in accordance with such conditions.

28. Each member shall (subject to receiving at least thirty days' notice specifying the time or times and place of payment, or such lesser or greater period of notice provided in the conditions of allotment or issuance of the shares) pay to the Company, at the time or times and place so specified, the amount called on the shares.

29. A call may be revoked or postponed, as the Directors may determine.

30. Subject to the conditions of allotment or issuance of the shares, a call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments if specified in the call.

31. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.

32. If the consideration called in respect of a share or in respect of a particular instalment is not paid in full before or on the day appointed for payment of it, the person from whom the sum is due shall pay interest in cash on the unpaid value from the day appointed for payment of it to the time of actual payment of such rate, not exceeding five per cent per annum or such other rate as may be specified by an order under section 2(7) of the Act, as the Directors may determine, but the Directors may waive payment of such interest wholly or in part.

33. Any consideration which, by the terms of issue of a share, becomes payable on allotment or issuance or at any fixed date (whether on account of the nominal value of the share or by way of premium) shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which, by the terms of issue, that consideration becomes payable, and in the case of non-payment of such a consideration, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such consideration had become payable by virtue of a call duly made and notified.

34. The Directors may, on the issue of shares, differentiate between the holders of different classes as to the amount of calls to be paid and the times of payment.

35. The Directors may, if they think fit:

    (a) receive from any member willing to advance such consideration, all or any part of the consideration uncalled and unpaid upon any shares held by him or her; and/or

    (b) pay, upon all or any of the consideration so advanced (until the amount concerned would, but for such advance, become payable) interest at such rate (not exceeding, unless the Company in a general meeting otherwise directs, five per cent per annum or such other rate as may be specified by an order under section 2(7) of the Act) as may be agreed upon between the Directors and the member paying such consideration in advance.

36. The Company may:

(a) acting by its Directors, make arrangements on the issue of shares for a difference between the members in the amounts and times of payment of calls on their shares;

(b) acting by its Directors, accept from any member the whole or a part of the amount remaining unpaid on any shares held by him or her, although no part of that amount has been called up;

(c) acting by its Directors and subject to the Act, pay a dividend in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others; and

(d) by special resolution determine that any portion of its share capital which has not been already called up shall not be capable of being called up except in the event and for the purposes of the Company being wound up; upon the Company doing so, that portion of its share capital shall not be capable of being called up except in that event and for those purposes.

LIEN

37. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all consideration (whether immediately payable or not) called, or payable at a fixed time, in respect of that share.

38. The Directors may at any time declare any share in the Company to be wholly or in part exempt from Article 37.

39. The Company's lien on a share shall extend to all dividends payable on it.

40. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless (i) a sum in respect of which the lien exists is immediately payable; and (ii) the following conditions are satisfied:

40.1 a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is immediately payable, has been given to the registered holder of the share for the time being, or the person entitled thereto by reason of his or her death or bankruptcy; and

40.2 a period of 14 days after the date of giving of that notice has expired.

41. The following provisions apply in relation to a sale referred to in Article 40:

41.1 to give effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser of them;

41.2 the purchaser shall be registered as the holder of the shares comprised in any such transfer;

41.3 the purchaser shall not be bound to see to the application of the purchase consideration, nor shall his or her title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale; and

41.4 the proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is immediately payable, and the residue, if any, shall (subject to a like lien for sums not immediately payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

FORFEITURE

42. If a member of the Company fails to pay any call or instalment of a call on the day appointed for payment of it, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

43. The notice referred to in Article 42 shall:

    43.1 specify a further day (not earlier than the expiration of 14 days after the date of service of the notice) on or before which the payment required by the notice is to be made; and

    43.2 state that, if the amount concerned is not paid by the day so specified, the shares in respect of which the call was made will be liable to be forfeited.

44. If the requirements of the notice referred to in Article 43 are not complied with, any share in respect of which the notice has been served may at any time after the day so specified (but before, should it occur, the payment required by the notice has been made) be forfeited by a resolution of the Directors to that effect.

45. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in the capital of the Company in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

46. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

47. A person whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all consideration which, at the date of forfeiture, were payable by him or her to the Company in respect of the shares, but his or her liability shall cease if and when the Company shall have received payment in full of all such consideration in respect of the shares.

48. A statement in writing that the maker of the statement is a Director or the Company Secretary, and that a share in the Company has been duly forfeited on a date stated in the statement, shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.

49. The following provisions apply in relation to a sale or other disposition of a share referred to in Article 46:

    49.1 the Company may receive the consideration, if any, given for the share on the sale or other disposition of it and may execute a transfer of the share in favour of the person to whom the share is sold or otherwise disposed of (the "**disponee**");

    49.2 upon such execution, the disponee shall be registered as the holder of the share; and

49.3 the disponee shall not be bound to see to the application of the purchase consideration, if any, nor shall his or her title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

50. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share in the capital of the Company, becomes payable at a fixed time, whether on account of the nominal value of the share in the capital of the Company or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

51. The Directors may accept the surrender of any share in the capital of the Company which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share in the capital of the Company shall be treated as if it has been forfeited.

VARIATION OF COMPANY CAPITAL

52. Subject to the provisions of these Articles, the Company may, by ordinary resolution and in accordance with section 83 of the Act, do any one or more of the following, from time to time:

52.1 consolidate and divide all or any of its classes of shares into shares of a larger nominal value than its existing shares;

52.2 subdivide its classes of shares, or any of them, into shares of a smaller nominal value, so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

52.3 increase the nominal value of any of its shares by the addition to them of any undenominated capital;

52.4 reduce the nominal value of any of its shares by the deduction from them of any part of that value, subject to the crediting of the amount of the deduction to undenominated capital, other than the share premium account;

52.5 without prejudice or limitation to Articles 92 to 97 and the powers conferred on the Directors thereby, convert any undenominated capital into shares for allotment as bonus shares to holders of existing shares;

52.6 increase its share capital by new shares of such amount as it thinks expedient; or

52.7 cancel shares of its share capital which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

53. Subject to the provisions of these Articles, the Company may:

53.1 by special resolution, and subject to the provisions of the Act governing the variation of rights attached to classes of shares and the amendment of these Articles, convert any of its shares into Redeemable Shares; or

53.2 by special resolution, and subject to the provisions of the Act (or as otherwise required or permitted by applicable law) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein or alter or add to these Articles.

REDUCTION OF COMPANY CAPITAL

54. The Company may, in accordance with the provisions of sections 84 to 87 of the Act, reduce its company capital in any way it thinks expedient and, without prejudice to the generality of the foregoing, may thereby:

54.1 extinguish or reduce the liability on any of its shares in respect of share capital not paid up;

54.2 either with or without extinguishing or reducing liability on any of its shares, cancel any paid up company capital which is lost or unrepresented by available assets; or

54.3 either with or without extinguishing or reducing liability on any of its shares, pay off any paid up company capital which is in excess of the wants of the Company.

Unless the special resolution provides otherwise, a reserve arising from the reduction of company capital is to be treated for all purposes as a realised profit in accordance with section 117(9) of the Act. Nothing in this Article 54 shall, however, prejudice or limit the Company's ability to perform or engage in any of the actions described in section 83(1) of the Act by way of ordinary resolution only.

TRANSFER OF SHARES

55. Subject to the Act and to the provisions of these Articles (including, without limitation, Article 5 and Article 15) as may be applicable, any member may transfer all or any of his shares (of any class) by an instrument of transfer in the usual common form or in any other form which the Board may from time to time approve. The instrument of transfer may be endorsed on the certificate.

56. The instrument of transfer of a share shall be signed by or on behalf of the transferor and, if the share is not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of it. All instruments of transfer may be retained by the Company.

57. The instrument of transfer of any share may be executed for and on behalf of the transferor by the Company Secretary or any other party designated by the Board for such purpose, and the Company Secretary or any other party designated by the Board for such purpose shall be deemed to have been irrevocably appointed agent for the transferor of such share or shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such share or shares all such transfers of shares held by the members in the share capital of the Company. Any document which records the name of the transferor, the name of the transferee, the class and number of shares agreed to be transferred, the date of the agreement to transfer shares and the price per share, shall, once executed by the transferor or the Company Secretary or any other party designated by the Board for such purpose as agent for the transferor, be deemed to be a proper instrument of transfer for the purposes of the Act. The transferor shall be deemed to remain the member holding the share until the name of the transferee is entered on the Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Directors so determine.

58. The Company, at its absolute discretion, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of shares on behalf of the transferee of such shares of the Company. If stamp duty resulting from the transfer of shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its subsidiary (as the case may be), be entitled to (i) reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those shares and (iii) to the extent permitted by section 1042 of the Act, claim a first and paramount lien on the shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid. The Company's lien shall extend to all dividends paid on those shares.

59. The Directors shall have power to permit any class of shares to be held in uncertificated form and to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and in particular shall, where appropriate, be entitled to disapply or modify all or part of the provisions in these Articles with respect to the requirement for written instruments of transfer and share certificates (if any), in order to give effect to such regulations.

60. The Board may, in its absolute discretion and without assigning any reason for its decision, decline to register any transfer of any share which is not a fully-paid share. The Board may also decline to register any transfer if:

60.1 the instrument of transfer is not duly stamped, if required, and lodged at the Office or any other place as the Board may from time to time specify for the purpose, accompanied by the certificate (if any) for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

60.2 the instrument of transfer is in respect of more than one class of share;

60.3 the instrument of transfer is in favour of more than four persons jointly;

60.4 it is not satisfied that all applicable consents, authorisations, permissions or approvals of any governmental body or agency in Ireland or any other applicable jurisdiction required to be obtained under relevant law prior to such transfer have been obtained; or

60.5 it is not satisfied that the transfer would not violate the terms of any agreement to which the Company (or any of its subsidiaries) and the transferor are party or subject.

61. Subject to any directions of the Board from time to time in force, the Company Secretary or any other party designated by the Board for such purpose may exercise the powers and discretions of the Board under Article 60, Article 84, Article 91 and Article 93.

62. If the Board declines to register a transfer it shall, within one month after the date on which the instrument of transfer was lodged, send to the transferee notice of such refusal.

63. No fee shall be charged by the Company for registering any transfer or for making any entry in the Register concerning any other document relating to or affecting the title to any share (except that the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed on it in connection with such transfer or entry).

TRANSMISSION OF SHARES

64. In the case of the death of a member, the survivor or survivors, where the deceased was a joint holder, and the personal representatives of the deceased where he or she was a sole holder, shall be the only persons recognised by the Company as having any title to his or her interest in the shares.

65. Nothing in Article 64 shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him or her with other persons.

66. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject to Article 67, elect either: (a) to be registered himself or herself as holder of the share; or (b) to have some person nominated by him or her (being a person who consents to being so registered) registered as the transferee thereof.

67. The Directors shall, in either of those cases, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his or her death or bankruptcy, as the case may be.

68. If the person becoming entitled as mentioned in Article 66: (a) elects to be registered himself or herself, the person shall furnish to the Company a notice in writing signed by him or her stating that he or she so elects; or (b) elects to have another person registered, the person shall testify his or her election by executing to that other person a transfer of the share.

69. All the limitations, restrictions and provisions of Articles 64 to 68 shall be applicable to a notice or transfer referred to in Article 68 as if the death or bankruptcy of the member concerned had not occurred and the notice or transfer were a transfer signed by that member.

70. Subject to Article 71 and Article 72, a person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he or she would be entitled if he or she were the registered holder of the share.

71. A person referred to in Article 70 shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

72. The Directors may at any time serve a notice on any such person requiring the person to make the election provided for by Article 66 and, if the person does not make that election (and proceed to do, consequent on that election, whichever of the things mentioned in Article 68 is appropriate) within ninety days after the date of service of the notice, the Directors may thereupon withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

73. The Company may charge a fee not exceeding €10 on the registration of every probate, letters of administration, certificate of death, power of attorney, notice as to stock or other instrument or order.

74. The Directors may determine such procedures as they shall think fit regarding the transmission of shares in the Company held by a body corporate that are transmitted by operation of law in consequence of a merger or division.

CLOSING REGISTER OR FIXING RECORD DATE

75. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or members entitled to receive payment of any dividend, or in order to make a determination of members for any other proper purpose, the Board may provide, subject to the requirements of section 174 of the Act, that the Register shall be closed for transfers at such times and for such periods, not exceeding in the whole thirty days in each year. If the Register shall be so closed for the purpose of determining members entitled to notice of, or to vote at, a meeting of members, such Register shall, subject to applicable law and Exchange rules, be so closed for at least five days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register.

76. In lieu of, or apart from, closing the Register, the Board may fix in advance a date as the record date (a) for any such determination of members entitled to notice of or to vote at a meeting of the members, which record date shall not, subject to applicable law and Exchange rules, be more than sixty days before the date of such meeting, and (b) for the purpose of determining the members entitled to receive payment of any dividend or other distribution, or in order to make a determination of members for any other proper purpose, which record date shall not, subject to applicable law and Exchange rules, be more than sixty days prior to the date of payment of such dividend or other distribution or the taking of any action to which such determination of members is relevant.

77. If the Register is not so closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date immediately preceding the date on which notice of the meeting is deemed given under these Articles shall be the record date for such determination of members. Where a determination of members entitled to vote at any meeting of members has been made as provided in these Articles, such determination shall apply to any adjournment thereof; provided, however, that the Directors may fix a new record date of the adjourned meeting, if they think fit.

DIVIDENDS

78. The Company in a general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors. Any general meeting declaring a dividend and any resolution of the Directors declaring an interim dividend may direct payment of such dividend or interim dividend wholly or partly by the distribution of specific assets including paid up shares, debentures or debenture stocks of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution.

79. The Directors may from time to time:

79.1 pay to the members such dividends (whether as either interim dividends or final dividends) as appear to the Directors to be justified by the profits of the Company, subject to section 117 and Chapter 6 of Part 17 of the Act;

79.2 before declaring any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion either be employed in the business of the Company or be held as cash or cash equivalents or invested in such investments as the Directors may lawfully determine; and

79.3 without placing the profits of the Company to reserve, carry forward any profits which they may think prudent not to distribute.

80. Unless otherwise specified by the Directors at the time of declaring a dividend, the dividend shall be a final dividend.

81. Where the Directors specify that a dividend is an interim dividend at the time it is declared, such interim dividend shall not constitute a debt recoverable against the Company and the declaration may be revoked by the Directors at any time prior to its payment provided that the holders of the same class of share are treated equally on any revocation.

82. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend (and to the rights of the Company under Articles 37 to 41 and Article 84) all dividends shall be declared and paid such that shares of the same class shall rank equally irrespective of the premium credited as paid up on such shares.

83. If any share is issued on terms providing that it shall rank for a dividend as from a particular date, such share shall rank for dividend accordingly.

84. The Directors may deduct from any dividend payable to any member, all sums of money (if any) immediately payable by him or her to the Company on account of calls or otherwise in relation to the shares of the Company.

85. The Directors when declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and, in particular, paid up shares, debentures or debenture stock of any other company or in any one or more of such ways.

86. Where any difficulty arises in regard to a distribution, the Directors may settle the matter as they think expedient and, in particular, may:

86.1 issue fractional certificates (subject always to the restriction on the issue of fractional shares) and fix the value for distribution of such specific assets or any part of them;

86.2 determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all the parties; and

86.3 vest any such specific assets in trustees as may seem expedient to the Directors.

87. Any dividend, interest or other moneys payable in cash in respect of any shares may be paid:

87.1 by cheque or negotiable instrument sent by post directed to or otherwise delivered to the registered address of the holder, or where there are joint holders, to the registered address of that one of the joint holders who is first named on the register or to such person and to such address as the holder or the joint holders may in writing direct; or

87.2 by transfer to a bank account nominated by the payee or where such an account has not been so nominated, to the account of a trustee nominated by the Company to hold such moneys,

provided that the debiting of the Company's account in respect of the relevant amount shall be evidence of good discharge of the Company's obligations in respect of any payment made by any such methods.

88. Any such cheque or negotiable instrument referred to in Article 87 shall be made payable to the order of the person to whom it is sent.

89. Any one of two or more joint holders may give valid receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders, whether paid by cheque or negotiable instrument or direct transfer.

90. No dividend shall bear interest against the Company.

91. If the Directors so resolve, any dividend or distribution which has remained unclaimed for twelve years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend, distribution or other moneys payable in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

BONUS ISSUE OF SHARES

92. Any capitalisation provided for in Articles 93 to 97 inclusive will not require approval or ratification by the members.

93. The Directors may resolve to capitalise any part of a relevant sum (within the meaning of Article 94) by applying such sum in paying up in full unissued shares of a nominal value or nominal value and premium, equal to the sum capitalised, to be allotted and issued as fully paid bonus shares, to those members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions).

94. For the purposes of Article 93, "relevant sum" means: (a) any sum for the time being standing to the credit of the Company's undenominated capital; (b) any of the Company's profits available for distribution; (c) any sum representing unrealised revaluation reserves; or (d) a merger reserve or any other capital reserve of the Company.

95. The Directors may in giving effect to any resolution under Article 93 make: (a) all appropriations and applications of the undivided profits resolved to be capitalised by the resolution; and (b) all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect to the resolution.

96. Without limiting Article 95, the Directors may:

96.1 make such provision as they think fit for the case of shares becoming distributable in fractions (and, again, without limiting the foregoing, may sell the shares represented by such fractions and distribute the net proceeds of such sale amongst the members otherwise entitled to such fractions in due proportions);

96.2 authorise any person to enter, on behalf of all the members concerned, into an agreement with the Company providing for the allotment to them, respectively credited as fully paid up, of any further shares to which they may become entitled on the capitalisation concerned or, as the case may require, for the payment by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares,

and any agreement made under such authority shall be effective and binding on all the members concerned.

97. Where the Directors have resolved to approve a bona fide revaluation of all the fixed assets of the Company, the net capital surplus in excess of the previous book value of the assets arising from such revaluation may be: (a) credited by the Directors to undenominated capital, other than the share premium account; or (b) used in paying up unissued shares of the Company to be issued to members as fully paid bonus shares.

GENERAL MEETINGS – GENERAL

98. Subject to Article 99, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

99. The Company will hold its first annual general meeting within eighteen months of its incorporation.

100. The annual general meeting shall be held in such place and at such time as the Directors shall determine.

101. All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.

102. The Directors may, whenever they think fit, convene an extraordinary general meeting. An extraordinary general meeting shall also be convened by the Directors on the requisition of members, or if the Directors fail to so convene an extraordinary general meeting, such extraordinary general meeting may be convened by the requisitioning members, in each case in accordance with section 178(3) to (7) of the Act.

103. If at any time the number of Directors is less than two, any Director or any member that satisfies the criteria thereunder, may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

104. An annual general meeting or extraordinary general meeting of the Company may be held outside of Ireland. The Company shall make, at its expense, all necessary arrangements to ensure that members can by technological means participate in any such meeting without leaving Ireland.

105. A general meeting of the Company may be held in two or more venues (whether inside or outside of Ireland) at the same time using any technology that provides members, as a whole, with a reasonable opportunity to participate, and such participation shall be deemed to constitute presence in person at the meeting.

NOTICE OF GENERAL MEETINGS

106. The only persons entitled to notice of general meetings of the Company are:

106.1 the members;

106.2 the personal representatives of a deceased member, which member would but for his death be entitled to vote;

106.3 the assignee in bankruptcy of a bankrupt member of the Company (being a bankrupt member who is entitled to vote at the meeting);

106.4 the Directors and Company Secretary; and

106.5 unless the Company is entitled to and has availed itself of the audit exemption under the Act, the Auditors (who shall also be entitled to receive other communications relating to any general meeting which a member is entitled to receive).

107. Subject to the provisions of the Act allowing a general meeting to be called by shorter notice, an annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice. Any other extraordinary general meeting shall also be called by at least twenty-one days' notice, except that it may be called by fourteen days' notice where:

107.1 all members, who hold shares that carry rights to vote at the meeting, are permitted to vote by electronic means at the meeting; and

107.2 a special resolution reducing the period of notice to fourteen days has been passed at the immediately preceding annual general meeting, or at a general meeting held since that meeting.

108. Any notice convening a general meeting shall specify the time and place of the meeting and, in the case of special business, the general nature of that business and, in reasonable prominence, that a member entitled to attend, speak, ask questions and vote is entitled to appoint a proxy to attend, speak, ask questions and vote in his place and that a proxy need not be a member of the Company. Every notice shall specify such other details as are required by applicable law or the relevant code, rules and regulations applicable to the listing of the shares on any Exchange. Subject to any restrictions imposed on any shares, the notice shall be given to all the members and to the Directors and Auditors.

109. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

110. In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive such notice shall not invalidate any resolution passed or any proceeding at any such meeting. A member present, either in person or by proxy, at any general meeting of the Company or of the holders of any class of shares in the Company will be deemed, subject to Article 113, to have received notice of that meeting and, where required, of the purpose for which it was called.

111. Where, by any provision contained in the Act, extended notice is required of a resolution, the resolution shall not be effective (except where the Directors have resolved to submit it) unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the Act permits) before the meeting at which it is moved, and the Company shall give to the members notice of any such resolution as required by and in accordance with the provisions of the Act.

112. In determining the correct period of notice for a general meeting, only Clear Days shall be counted.

113. Whenever any notice is required to be given by law or by these Articles to any person or persons, a waiver thereof in writing, signed by the person or persons entitled to the notice whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

WRITTEN RESOLUTIONS OF THE MEMBERS

114. For so long as the Company has more than one shareholder, unanimous consent of the holders of the Class A Ordinary Shares and the Class B Ordinary Shares shall be required before the shareholders may act by way of written resolution in lieu of holding a meeting.

115.

115.1 Except in the case of the removal of statutory auditors or Directors and subject to the Act and the provisions of Article 114, anything which may be done by resolution in general meeting of all or any class or resolution in writing, signed by all of the holders or any class thereof or their proxies (or in the case of a holder that is a corporation (whether or not a company within the meaning of the Acts) on behalf of such holder) being all of the holders of the Company or any class thereof, who at the date of the resolution in writing would be entitled to attend a meeting and vote on the resolution shall be valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company or any class thereof duly convened and held, and if described as a Special Resolution shall be deemed to be a Special Resolution within the meaning of the Acts. Any such resolution in writing may be signed in as many counterparts as may be necessary.

115.2 For the purposes of any written resolution under Article 115.1, the date of the resolution in writing is the date when the resolution is signed by, or on behalf of, the last holder to sign and any reference in any enactment to the date of passing of a resolution is, in relation to a resolution in writing made in accordance with this section, a reference to such date.

115.3 A resolution in writing made in accordance with Article 115.1 is valid as if it had been passed by the Company in general meeting or, if applicable, by a meeting of the relevant class of holders of the Company, as the case may be. A resolution in writing made in accordance with this section shall constitute minutes for the purposes of the Act and these Articles.

116. At any time that the Company is a single-member company, its sole member may pass any resolution as a written decision in accordance with section 196 of the Act.

QUORUM FOR GENERAL MEETINGS

117. Two members present in person or by proxy and having the right to attend and vote at the meeting and together holding shares representing more than 50% of the votes that may be cast by all members at the relevant time shall be a quorum at a general meeting; provided, however, that at any meeting in which there is to be a vote on any of the actions set out in Article 5 requiring B Shareholder Consent, members holding shares representing more than 50% of the votes that may be cast by all Class B Ordinary Shares shall be present in person or by proxy at such meeting to constitute a quorum; for the avoidance of doubt, at any time when the Company is a single-member company, one member of the Company present in person or by proxy at a general meeting of it shall be a quorum.

118. If within 15 minutes (or such greater time determined by the chairperson) after the time appointed for a general meeting a quorum is not present, then:

118.1 the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine (the "**Adjourned Meeting**"); and

118.2 if at the Adjourned Meeting a quorum is not present within half an hour (or such greater time determined by the chairperson) after the time appointed for the meeting, the members present shall be a quorum.

PROXIES

119. Every member entitled to attend, speak, ask questions and vote at a general meeting may appoint a proxy or proxies to attend, speak, ask questions relating to items on the agenda and vote on his behalf and may appoint more than one proxy to attend, speak, ask questions and vote at the same general meeting provided that, where a member appoints more than one proxy in relation to a general meeting, each proxy must be appointed to exercise the rights attached to different shares held by that member.

120. The appointment of a proxy shall be in writing in any usual form or in any other form which the Directors may approve and shall be signed by or on behalf of the appointor. The signature on such appointment need not be witnessed. A body corporate may sign a form of proxy under its common seal or under the hand of a duly authorised officer thereof or in such other manner as the Directors may approve. A proxy need not be a member of the Company. A member shall be entitled to appoint a proxy by electronic means, to an address specified by the Company. The proxy form must make provision for three-way voting (i.e., to allow votes to be cast for or against a resolution or to be withheld) on all resolutions intended to be proposed, other than resolutions which are merely procedural. An instrument or other form of communication appointing or evidencing the appointment of a proxy or a corporate representative (other than a standing proxy or representative) together with such evidence as to its due execution as the Board may from time to time require, may be returned to the address or addresses stated in the notice of meeting or adjourned meeting or any other information or communication by such time or times as may be specified in the notice of meeting or adjourned meeting or in any other such information or communication (which times may differ when more than one place is so specified) or, if no such time is specified, at any time prior to the holding of the relevant meeting or adjourned meeting at which the appointee proposes to vote, and, subject to the Act, if not so delivered the appointment shall not be treated as valid.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

121. Any body corporate which is a member, or a proxy for a member, of the Company may by resolution of its directors or other governing body authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or of any class of members of the Company and, subject to evidence being furnished to the Company of such authority as the Directors may reasonably require, any person(s) so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company or, where more than one such representative is so authorized, all or any of the rights attached to the shares in respect of which he is so authorised. Where a body corporate appoints more than one representative in relation to a general meeting, each representative must be appointed to exercise the rights attached to different shares held by that body corporate.

RECEIPT OF PROXY APPOINTMENTS

122. Where the appointment of a proxy and any authority under which it is signed or a copy certified notarially or in some other way approved by the Directors is to be received by the Company:

122.1 in physical form, it shall be deposited at the Office or (at the option of the member) at such other place or places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting;

122.2 in electronic form, it may be so received where an address has been specified by the Company for the purpose of receiving electronic communications:

(a) in the notice convening the meeting; or

(b) in any appointment of proxy sent out by the Company in relation to the meeting; or

(c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;

provided that it is so received by the Company no later than 3 hours, or such other time as may be communicated to the members, before the time for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, at which the person named in the proxy proposes to vote and in default shall not be treated as valid or, in the case of a meeting which is adjourned to, or a poll which is to be taken on, a date not later than the record date applicable to the meeting which was adjourned or the poll, it shall be sufficient if the appointment of a proxy and any such authority and certification thereof as aforesaid is so received by the Company at the commencement of the adjourned meeting or the taking of the poll. An appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting shall not be required to be delivered, deposited or received again for the purposes of any subsequent meeting to which it relates.

EFFECT OF PROXY APPOINTMENTS

123. Effect of proxy appointments:

123.1 Receipt by the Company of an appointment of a proxy in respect of a meeting shall not preclude a member from attending and voting at the meeting or at any adjournment thereof. However, if that member votes at the meeting or at any adjournment thereof, then as regards to the resolution(s) any proxy notice delivered to the Company by or on behalf of that same member shall on a poll, be invalid to the extent that such member votes in respect of the shares to which the proxy notice relates.

123.2 An appointment of a proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates and shall be deemed to confer authority to speak at a general meeting and to demand or join in demanding a poll.

124. A proxy shall have the right to exercise all or any of the rights of his appointor, or (where more than one proxy is appointed) all or any of the rights attached to the shares in respect of which he is appointed as the proxy to attend, and to speak and vote, at a general meeting of the Company. Unless his appointment provides otherwise, a proxy may vote or abstain at his discretion on any resolution put to the vote.

EFFECT OF REVOCATION OF PROXY OR OF AUTHORISATION

125. A vote given or poll demanded in accordance with the terms of an appointment of a proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the previous death, insanity or winding up of the principal, or the revocation of the appointment of a proxy or of the authority under which the proxy was appointed or of the resolution authorising the representative to act or the transfer of the share in respect of which the proxy was appointed or the authorisation of the representative to act was given, provided that no notice in writing (whether in electronic form or otherwise) of such death, insanity, winding up, revocation or transfer is received by the Company at the Office before the commencement of the meeting.

126. The Directors may send to the members, at the expense of the Company, by post, electronic mail or otherwise, forms for the appointment of a proxy (with or without reply paid envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative. If, for the purpose of any meeting, invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy, but the accidental omission to issue such invitations to, or the non-receipt of such invitations by, any member shall not invalidate the proceedings at any such meeting.

THE BUSINESS OF GENERAL MEETINGS

127. All business shall be deemed to be special business that is transacted at an extraordinary general meeting or that is transacted at an annual general meeting other than, in the case of an annual general meeting, the business specified in Article 131 which shall be ordinary business.

128. At any meeting of the members, only such business shall be conducted as shall have been properly brought before such meeting. To be properly brought before an annual general meeting, business must be:

128.1 specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board;

128.2 otherwise properly brought before the meeting by or at the direction of the Board; or

128.3 otherwise properly brought before the meeting by a member.

129. Without prejudice to any procedure which may be permitted under the Act, for business to be properly brought before an annual general meeting by a member, the member must have given timely notice thereof in writing to the Company Secretary. To be timely, a member's notice must be received not less than 60 days nor more than 90 days prior to the first anniversary of the preceding year's annual general meeting; provided, however, that in the event that the date of the annual general meeting is advanced by more than 30 days or delayed by more than 60 days from such anniversary, notice by the member to be timely must be so received not earlier than the 90th day prior to such annual general meeting and not later than the close of business on the later of (i) the 60th day prior to such annual general meeting or (ii) the tenth day following the date on which notice of the date of the annual general meeting was mailed or public disclosure thereof was made by the Company, whichever event in this clause (ii) first occurs. For the avoidance of doubt, in no event shall the adjournment or postponement of any general meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a member's notice to the Company Secretary pursuant to this Article 129. Each such notice shall set forth as to each matter the member proposes to bring before the annual general meeting:

129.1 a brief description of the business desired to be brought before the annual general meeting and the reasons for conducting such business at the meeting;

129.2 the name and address, as they appear on the Register, of the member proposing such business;

129.3 the class, series and number of shares of the Company which are beneficially owned by the member;

129.4 whether and the extent to which any hedging, derivative or other transaction is in place or has been entered into within the prior six months preceding the date of delivery of the notice by or for the benefit of the member with respect to the Company or its subsidiaries or any of their respective securities, debt instruments or credit ratings, the effect or intent of which transaction is to give rise to gain or loss as a result of changes in the trading price of such securities or debt instruments or changes in the credit ratings for the Company, its subsidiaries or any of their respective securities or debt instruments (or, more generally, changes in the perceived creditworthiness of the Company or its subsidiaries), or to increase or decrease the voting power of the member, and if so, a summary of the material terms thereof; and

129.5 any material interest of the member in such business.

To be properly brought before an extraordinary general meeting, other than pursuant to Article 128, business must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board or by the Company Secretary pursuant to the applicable provisions of these Articles or (ii) otherwise properly brought before the meeting by or at the direction of the Board.

130. The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of these Articles, and if he or she should so determine, any such business not properly brought before the meeting shall not be transacted. Nothing herein shall be deemed to affect any rights of members to request inclusion of proposals in the Company's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

131. The business of the annual general meeting shall include:

131.1 the consideration of the Company's statutory financial statements and the report of the Directors and the report of the Auditors on those statements and that report;

131.2 the review by the members of the Company's affairs;

131.3 the authorisation of the Directors to approve the remuneration of the Auditors (if any); and

131.4 the appointment or re-appointment of Auditors.

PROCEEDINGS AT GENERAL MEETINGS

132. The Chairman, if any, shall preside as chairperson at every general meeting of the Company, or if there is no such Chairman, or if he or she is not present at the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairperson of the meeting.

133. If at any meeting no Director is willing to act as chairperson or if no Director is present at the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.

134. At each meeting of members, the chairperson of the meeting shall fix and announce the date and time of the opening and the closing of the polls for each matter upon which the members will vote at the meeting and shall determine the order of business and all other matters of procedure.

135. The Directors may adopt such rules, regulations and procedures for the conduct of any meeting of the members as they deem appropriate. Except to the extent inconsistent with any applicable rules, regulations and procedures adopted by the Board, the chairperson of any meeting may adopt such rules, regulations and procedures for the meeting, which need not be in writing, and take such actions with respect to the conduct of the meeting, as the chairperson of the meeting deems appropriate, to maintain order and safety and for the conduct of the meeting.

136. The chairperson of the meeting may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.

137. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

138. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

139. Each Director and the Auditors shall be entitled to attend and speak at any general meeting of the Company.

140.

140.1 For business to be properly requested by a member to be brought before a general meeting, the member must comply with the requirements of the Act or:

(a) be a member at the time of the giving of the notice for such general meeting;

(b) be entitled to vote at such meeting; and

(c) have given timely and proper notice in writing to the Company Secretary in accordance with Article 129.

141. Except where a greater majority is required by the Act or these Articles, any question proposed for a decision of the members at any general meeting of the Company or a decision of any class of members at a separate meeting of any class of shares shall be decided by an ordinary resolution.

VOTING

142. At any general meeting, a resolution put to the vote of the meeting shall be decided on a poll.

143. Save as provided in Article 144 of these Articles, a poll shall be taken in such manner as the chairperson of the meeting directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

144. A poll demanded on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting may direct. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

145. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

146. If authorised by the Directors, any vote taken by written ballot may be satisfied by a ballot submitted by electronic and/or telephonic transmission, provided that any such electronic or telephonic submission must either set forth or be submitted with information from which it can be determined that the electronic or telephonic submission has been authorised by the member or proxy.

VOTES OF MEMBERS

147. Subject to the provisions of these Articles and any rights or restrictions for the time being attached to any class or classes of shares in the capital of the Company, every member of record present in person or by proxy shall have one vote for each share registered in his or her name in the Register.

148. Where there are joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holder or holders; and for this purpose, seniority shall be determined by the order in which the names of the joint holders stand in the Register.

149. A member who has made an enduring power of attorney, or a member in respect of whom an order has been made by any court having jurisdiction in cases of unsound mind, may vote by his or her committee, donee of an enduring power of attorney, receiver, guardian or other person appointed by the foregoing court, and any such committee, donee of an enduring power of attorney, receiver, guardian or other persons appointed by the foregoing court may speak or vote by proxy.

150. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the general meeting whose decision shall be final and conclusive.

151. A person shall be entered on the Register by the record date specified in respect of a general meeting in order to exercise the right of a member to participate and vote at the general meeting and any change to an entry on the Register after the record date shall be disregarded in determining the right of any person to attend and vote at the meeting.

152. Votes may be given either personally (including by a duly authorised representative of a corporate member) or by proxy. On a poll taken at a meeting of the members of the Company or a meeting of any class of members of the Company, a member, whether present in person or by proxy, entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

153. Subject to such requirements and restrictions as the Directors may specify, the Company may permit members to vote by correspondence in advance of a general meeting in respect of one or more of the resolutions proposed at a meeting. Where the Company permits members to vote by correspondence, it shall only count votes cast in advance by correspondence, where such votes are received at the address and before the date and time specified by the Company, provided the date and time is no more than 24 hours before the time at which the vote is to be concluded.

154. Subject to such requirements and restrictions as the Directors may specify, the Company may permit members who are not physically present at a meeting to vote by electronic means at the general meeting in respect of one or more of the resolutions proposed at a meeting.

155. Where there is an equality of votes, the chairperson of the meeting shall not have a second or casting vote.

156. No member shall be entitled to vote at any general meeting of the Company unless all calls or other sums immediately payable by him or her in respect of shares in the Company have been paid.

CLASS MEETINGS

157. The provisions of these Articles relating to general meetings shall, as far as applicable, apply in relation to any meeting of any class of member of the Company.

APPOINTMENT OF DIRECTORS

158. The number of Directors from time to time shall be not less than two nor more than thirteen, with the exact number of Directors determined from time to time solely by a resolution passed with the approval of a majority of the Directors then in office and in accordance with and subject to the provisions of these Articles including, without limitation, Article 5.

159. The Board, upon recommendations of the nomination and governance committee (or equivalent committee established by the Board) shall propose nominees for election to the office of Director at each annual general meeting.

160. The Directors may be appointed by the members in general meeting, provided that no person other than a Director retiring at the meeting shall, save where recommended by the Board, be eligible for election to the office of Director at any general meeting unless the requirements of Article 167 as to his or her eligibility for that purpose have been complied with.

161. The Directors shall be divided into three classes, designated Class I, Class II and Class III. The initial division of the Board into classes shall be made by the decision of the affirmative vote of a majority of the Directors in office and each class need not be of equal size or number.

161.1 The term of the initial Class I directors shall terminate at the conclusion of the Company's 2021 annual general meeting; the term of the initial Class II directors shall terminate on the conclusion of the Company's 2022 annual general meeting; and the term of the initial Class III directors shall terminate on the conclusion of the Company's 2023 annual general meeting.

161.2 At each annual general meeting of the Company beginning with the Company's 2021 annual general meeting, all of the Directors of the class of directors whose term expires on the conclusion of that annual general meeting shall retire from office, unless re-elected, and successors to that class of directors shall be elected for a three-year term.

161.3 The resolution appointing any Director must designate the Director as a Class I, Class II or Class III Director.

161.4 Every Director of the class retiring shall be eligible to stand for re-election at an annual general meeting.

161.5 If the number of Directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible or as the Chairman may otherwise direct. In no case will a decrease in the number of Directors shorten the term of any incumbent Director.

161.6 A Director shall hold office until the conclusion of the annual general meeting for the year in which his term expires and until his successor shall be elected and shall qualify, subject however, to prior death, resignation, retirement, disqualification or removal from office.

161.7 Any vacancy on the Board, including a vacancy that results from an increase in the number of directors or from the death, resignation, retirement, disqualification or removal of a Director, shall be deemed a casual vacancy. Subject to the terms of any one or more classes or series of preferred shares, any casual vacancy shall only be filled by the decision of a majority of the Board then in office, provided that a quorum is present and provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these articles as the maximum number of Directors.

161.8 Any Director of such class elected to fill a vacancy resulting from an increase in the number of Directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any Director elected to fill a vacancy not resulting from an increase in the number of Directors shall have the same remaining term as that of his predecessor. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.

162. Each Director shall be elected by an ordinary resolution at such meeting, provided that if, as of, or at any time prior to, fourteen days before the filing of the Company's definitive proxy statement with the SEC relating to such general meeting, the number of Director nominees exceeds the number of Directors to be elected (a "**contested election**"), each of those nominees shall be voted upon as a separate resolution and the Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at any such meeting and entitled to vote on the election of Directors.

For the purposes of this Article, "**elected by a plurality**" means the election of those director nominees, equalling in number to the number of positions to be filled at the relevant general meeting, that received the highest number of votes.

163. Any nominee for election to the Board who is then serving as a Director and, in an uncontested election (where the number of Director nominees does not exceed the number of Directors to be elected), receives a greater number of "against" votes than "for" votes shall promptly tender his or her resignation following certification of the vote. The nomination and governance committee of the Board shall then consider the resignation offer and recommend to the Board whether to accept or reject the resignation, or whether other action should be taken; provided that any Director whose resignation is under consideration shall not participate in the nomination and governance committee's recommendation regarding whether to accept, reject or take other action with respect to his/her resignation. The Board shall take action on the nomination and governance committee's recommendation within 90 days following certification of the vote, and promptly thereafter publicly disclose its decision and the reasons therefor.

164. The Directors are not entitled to appoint alternate directors.

165. Subject to the provisions of these Articles, including without limitation Article 5, the Company may from time to time, by ordinary resolution, increase or reduce the number of Directors provided that any resolution to appoint a director approved by the members that would result in the maximum number of Directors being exceeded shall be deemed to constitute an ordinary resolution increasing the maximum number of Directors to the number that would be in office following such a resolution of appointment.

166. Subject to the provisions of these Articles, including without limitation Article 5, the Company may by ordinary resolution, appoint another person in place of a Director removed from office under section 146 of the Act and, without prejudice to the powers of the Directors under Article 161.7, the Company in a general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

DIRECTORS - MEMBER NOMINATIONS

167. The following are the requirements mentioned in Article 160 for the eligibility of a person (the "**person concerned**") for election as a Director at a general meeting, namely, any member entitled to vote in the election of Directors generally may nominate one or more persons for election as Directors at an annual general meeting only pursuant to the Company's notice of such meeting or if written notice of such member's intent to make such nomination or nominations has been received by the Company Secretary at the Company's Office not less than 60 nor more than 90 days prior to the first anniversary of the preceding year's annual general meeting; provided, however, that in the event that the date of the annual general meeting is advanced by more than 30 days or delayed by more than 60 days from such anniversary, notice by the member to be timely must be so received not earlier than the 90th day prior to such annual general meeting and not later than the close of business on the later of (i) the 60th day prior to such annual general meeting and (ii) the 10th day following the day on which notice of the date of the annual general meeting was mailed or public disclosure thereof was made by the Company, whichever event in this clause (ii) first occurs. Each such member's notice shall set forth:

167.1 the name and address of the member who intends to make the nomination and of the person or persons to be nominated;

167.2 a representation that the member is a holder of record of shares of the Company entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice;

167.3 a description of all arrangements or understandings between the member and each nominee and any other person or persons (naming such person or persons) relating to the nomination or nominations;

167.4 the class and number of shares of the Company which are beneficially owned by such member and by any other members known by such member to be supporting such nominees as of the date of such member's notice;

167.5 whether and the extent to which any hedging, derivative or other transaction is in place or has been entered into within the prior six months preceding the date of delivery of the notice by or for the benefit of the member with respect to the Company or its subsidiaries or any of their respective securities, debt instruments or credit ratings, the effect or intent of which transaction is to give rise to gain or loss as a result of changes in the trading price of such securities or debt instruments or changes in the credit ratings for the Company, its subsidiaries or any of their respective securities or debt instruments (or, more generally, changes in the perceived creditworthiness of the Company or its subsidiaries), or to increase or decrease the voting power of the member, and if so, a summary of the material terms thereof;

167.6 such other information regarding each nominee proposed by such member as would be required to be included in a proxy statement filed pursuant to the proxy rules of the SEC;

167.7 the consent of each nominee to serve as a Director if so elected; and

167.8 for each nominee who is not an incumbent Director:

(a) their name, age, business address and residential address;

(b) their principal occupation or employment;

(c) the class, series and number of securities of the Company that are owned of record or beneficially by such person;

(d) the date or dates the securities were acquired and the investment intent of each acquisition;

(e) any other information relating to such person that is required to be disclosed in proxies for the election of Directors under any applicable securities legislation; and

(f) any information the Company may require any proposed director nominee to furnish such as it may reasonably require to comply with applicable law and to determine the eligibility of such proposed nominee to serve as a Director and whether such proposed nominee would be considered independent as a Director or as a member of the audit or any other committee of the Board under the various rules and standards applicable to the Company.

VACATION OF OFFICE BY DIRECTORS

168. Subject to the provisions of these Articles and in addition to the circumstances described in sections 146, 148(1) and 196(2) of the Act, the office of Director shall be vacated ipso facto, if that Director:

(a) is restricted or disqualified to act as a Director under the Act; or

(b) resigns his or her office by notice in writing to the Company or in writing offers to resign and the Directors resolve to accept such offer; or

(c) is requested to resign in writing by not less than three quarters of the other Directors.

DIRECTORS' REMUNERATION AND EXPENSES

169. The remuneration of the Directors shall be such as is determined, from time to time, by the Board and such remuneration shall be deemed to accrue from day to day. The Board may from time to time determine that, subject to the requirements of the Act, all or part of any fees or other remuneration payable to any Director shall be provided in the form of shares or other securities of the Company or any subsidiary of the Company, or options or rights to acquire such shares or other securities, on such terms as the Board may decide.

170. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them: (a) in attending and returning from: (i) meetings of the Directors or any committee; or (ii) general meetings of the Company, or (b) otherwise in connection with the business of the Company.

GENERAL POWER OF MANAGEMENT AND DELEGATION

171. The business of the Company shall be managed by its Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by the Memorandum of these Articles, required to be exercised by the Company in a general meeting, but subject to:

171.1 any regulations contained in these Articles;

171.2 the provisions of the Act; and

171.3 such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in a general meeting may (by special resolution) give.

172. No direction given by the Company in a general meeting under Article 171.3 shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

173. Without prejudice to the generality of Article 171, Article 171 operates to enable, subject to a limitation (if any) arising under any of paragraphs 171.1 to 171.3 of it, the Directors exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof.

174. Without prejudice to section 40 of the Act, the Directors may delegate any of their powers (including any power referred to in these Articles) to such person or persons as they think fit, including committees; any such person or committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

175. Any reference to a power of the Company required to be exercised by the Company in a general meeting includes a reference to a power of the Company that, but for the power of the members to pass a written resolution to effect the first-mentioned power's exercise, would be required to be exercised by the Company in a general meeting.

176. The acts of the Board or of any committee established by the Board or any delegee of the Board or any such committee shall be valid notwithstanding any defect which may afterwards be discovered in the appointment or qualification of any Director, committee member or delegee.

177. The Directors may appoint a sole or joint company secretary, an assistant company secretary and a deputy company secretary for such term, at such remuneration and upon such conditions as they may think fit; and any such person so appointed may be removed by them.

OFFICERS AND EXECUTIVES

178. The Directors may from time to time appoint one or more of themselves to the office of Chief Executive Officer (by whatever name called including managing director) or such other office or position with the Company and for such period and on such terms as to remuneration, if any (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

179. Without prejudice to any claim the person so appointed under Article 178 may have for damages for breach of any contract of service between the person and the Company, the person's appointment shall cease upon his or her ceasing, from any cause, to be a Director.

180. The Board may appoint any person whether or not he or she is a Director, to hold such executive or official position (except that of Auditor) as the Board may from time to time determine. The same person may hold more than one office of executive or official position.

181. The Board shall determine from time to time, the powers and duties of any such office holder or official appointed under Articles 178 and/or Article 180, and subject to the provisions of the Act and these Articles, the Directors may confer upon an office holder or official any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and in conferring any such powers, the Directors may specify that the conferral is to operate either: (a) so that the powers concerned may be exercised concurrently by them and the relevant office holder; or (b) to the exclusion of their own such powers.

182. The Directors may (a) revoke any conferral of powers under Article 181 or (b) amend any such conferral (whether as to the powers conferred or the terms, conditions or restrictions subject to which the conferral is made). The use or inclusion of the word "officer" (or similar words) in the title of any executive or other position shall not be deemed to imply that the person holding such executive or other position is an "officer" of the Company within the meaning of the Act.

MEETINGS OF DIRECTORS AND COMMITTEES

183.

183.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

183.2 The Directors may establish attendance and procedural guidelines from time to time about how their meetings are to be conducted consistent with good corporate governance and applicable tax requirements.

183.3 Such meetings shall take place at such time and place as the Directors may determine.

183.4 Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson of the meeting shall not have a second or casting vote.

183.5 A Director may, and the Company Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

184. All Directors shall be entitled to reasonable notice of any meeting of the Directors.

185. Nothing in Article 184 or any other provision of the Act enables a person, other than a Director, to object to the notice given for any meeting of the Directors.

186. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be a majority of the Directors in office at the time when the meeting is convened.

187. The continuing Directors may act notwithstanding any vacancy in their number, provided that if the number of the Directors is reduced below the prescribed minimum the remaining Director or Directors shall appoint forthwith an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment and apportion the Directors among the classes so as to maintain the number of Directors in each class as equal as possible.

CHAIRPERSON

188. The Directors may elect a Chairman and determine the period for which he or she is to hold office, but if no such Chairman is elected, or, if at any meeting the Chairman is not present after the time appointed for holding it, the Directors present may choose one of their members to be chairperson of a Board meeting. The Chairman shall vacate office if he or she vacates his or her office as a Director (otherwise than by the expiration of his or her term of office at a general meeting of the Company at which he or she is re-appointed).

COMMITTEES

189. The Directors may establish one or more committees consisting in whole or in part of members of the Board. The composition, function, power and obligations of any such committee will be determined by the Board from time to time.

190. A committee established under Article 189 (a "**committee**") may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.

191. A committee may meet and adjourn as it thinks proper. Committee meetings shall take place at such time and place as the relevant committee may determine. Questions arising at any meeting of a committee shall be determined (subject to Article 189) by a majority of votes of the members of the committee present, and where there is an equality of votes, the chairperson of the committee shall not have a second or casting vote.

192. Where any committee is established by the Directors:

192.1 the meetings and proceedings of such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed upon such committee by the Directors; and

192.2 the Directors may authorise, or may authorise such committee to authorise, any person who is not a Director to attend all or any meetings of any such committee on such terms as the Directors or the committee think fit, provided that any such person shall not be entitled to vote at meetings of the committee.

WRITTEN RESOLUTIONS AND TELEPHONIC MEETINGS OF THE DIRECTORS

193. The following provision shall apply:

193.1 A resolution in writing signed by all the Directors, or by all the Directors being members of a committee referred to in Article 189, and who are for the time being entitled to receive notice of a meeting of the Directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Directors or such a committee duly convened and held.

193.2 A resolution in writing shall be deemed to have been signed by a Director where the Chairman, Company Secretary or other person designated by the Board has received an email from that Director's Certified Email Address (as defined by Article 193.3) which identifies the resolution and states, unconditionally, "I hereby sign the resolution".

193.3 A Director's Certified Email Address is such email address as the Director has, from time to time, notified to such person and in such manner as may from time to time be prescribed by the Board.

193.4 The Company shall cause a copy of every email referred to in Article 193.2 to be entered in the books kept pursuant to section 166 of the Act.

194. Subject to Article 195, where one or more of the Directors (other than a majority of them) would not, by reason of:

194.1 the Act or any other enactment;

194.2 these Articles; or

194.3 an applicable rule of law or an Exchange,

be permitted to vote on a resolution such as is referred to in Article 193, if it were sought to pass the resolution at a meeting of the Directors duly convened and held, then such a resolution, notwithstanding anything in Article 193.1, shall be valid for the purposes of that subsection if the resolution is signed by those of the Directors who would have been permitted to vote on it had it been sought to pass it at such a meeting.

195. In a case falling within Article 194, the resolution shall state the name of each Director who did not sign it and the basis on which he or she did not sign it.

196. For the avoidance of doubt, nothing in Articles 193 to 195 dealing with a resolution that is signed by other than all of the Directors shall be read as making available, in the case of an equality of votes, a second or casting vote to the one of their number who would, or might have been, if a meeting had been held to transact the business concerned, chairperson of that meeting.

197. The resolution referred to in Article 193 may consist of several documents in like form each signed by one or more Directors and for all purposes shall take effect from the time that it is signed by the last Director.

198. A meeting of the Directors or of a committee referred to in Article 189 may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:

198.1 a Director or as the case may be a member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote (subject to Article 194) and be counted in a quorum accordingly; and

198.2 such a meeting shall be deemed to take place:

(a) where the largest group of those Directors participating in the conference is assembled;

(b) if there is no such group, where the chairperson of the meeting then is; or

(c) if neither subparagraph (a) or (b) applies, in such location as the meeting itself decides.

DIRECTORS' DUTIES, CONFLICTS OF INTEREST, ETC.

199. A Director may have regard to the interests of any other companies in a group of which the Company is a member to the full extent permitted by the Act.

200. A Director is expressly permitted (for the purposes of section 228(1)(d) of the Act) to use vehicles, telephones, computers, aircraft, accommodation and any other Company property where such use is approved by the Board or by a person so authorised by the Board or where such use is in accordance with a Director's terms of employment, letter of appointment or other contract or in the course of the discharge of the Director's duties or responsibilities or in the course of the discharge of a Director's employment.

201. Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.

202. It shall be the duty of a Director who is in any way, whether directly or indirectly, interested (within the meaning of section 231 of the Act) in a contract or proposed contract with the Company, to declare the nature of his or her interest at a meeting of the Directors.

203. Subject to any applicable law or the relevant code, rules and regulations applicable to the listing of the shares on any Exchange, a Director may vote in respect of any contract, appointment or arrangement in which he or she is interested and shall be counted in the quorum present at the meeting and is hereby released from his or her duty set out in section 228(1)(f) of the Act and a Director may vote on his or her own appointment or arrangement and the terms of it.

204. The Directors may exercise the voting powers conferred by the shares of any other company held or owned by the Company in such manner in all respects as they think fit and, in particular, they may exercise the voting powers in favour of any resolution: (a) appointing the Directors or any of them as directors or officers of such other company; or (b) providing for the payment of remuneration or pensions to the directors or officers of such other company.

205. Subject to any applicable law or the relevant code, rules and regulations applicable to the listing of the shares on any Exchange, any Director may vote in favour of the exercise of such voting rights notwithstanding that he or she may be or may be about to become a Director or officer of the other company referred to in Article 204 and as such or in any other way is or may be interested in the exercise of such voting rights in the foregoing manner.

206. A Director may hold any other office or place of profit under the Company (other than Auditor) in conjunction with his or her office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

207. Without prejudice to the provisions of section 228 of the Act, a Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise.

208. A Director may act by himself or herself, or his or her firm, in a professional capacity for the Company; and any Director, in such a case, or his or her firm, shall be entitled to remuneration for professional services as if he or she were not a Director, but nothing in this Article authorises a Director, or his or her firm, to act as Auditor.

209. No Director or nominee for Director shall be disqualified by his or her office from contracting with the Company either with regard to his or her tenure of any such other office or place of profit or as vendor, purchaser or otherwise.

210. In particular, neither shall:

210.1 any contract with respect to any of the matters referred to in Article 203 nor any contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested, be liable to be avoided; nor

210.2 a Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement,

by reason of such Director holding that office or of the fiduciary relation thereby established.

211. A Director, notwithstanding his or her interest, may be counted in the quorum present at any meeting at which:

211.1 that Director or any other Director is appointed to hold any such office or place of profit under the Company as is mentioned in Article 206; or

211.2 the terms of any such appointment are arranged,

and he or she may vote on any such appointment or arrangement, subject to any applicable law or the relevant code, rules and regulations applicable to the listing of the shares on any Exchange.

THE COMMON SEAL, OFFICIAL SEAL AND SECURITIES SEAL

212. Any seal of the Company shall be used only by the authority of the Directors, a committee authorised by the Directors to exercise such authority or by any one or more persons severally or jointly so authorised by the Directors or such a committee, and the use of the seal shall be deemed to be authorised for these purposes where the matter or transaction pursuant to which the seal is to be used has been so authorised.

213. Any instrument to which a Company's seal shall be affixed shall be signed by any one of the following:

213.1 a Director;

213.2 the Company Secretary; or

213.3 any other person authorised to sign by (i) the Directors or (ii) a committee,

and the countersignature of a second such person shall not be required.

214. The Company may have one or more duplicate common seals or official seals for use in different locations including for use abroad.

SERVICE OF NOTICES ON MEMBERS

215. A notice required or authorised to be served on or given to a member of the Company pursuant to a provision of the Act or these Articles shall, save where the means of serving or giving it specified in Article 215.4 is used, be in writing and may be served on or given to the member in one of the following ways:

215.1 by delivering it to the member;

215.2 by leaving it at the registered address of the member;

215.3 by sending it by post in a prepaid letter to the registered address of the member; or

215.4 subject to Article 220, by electronic mail or other means of electronic communication approved by the Directors to the contact details notified to the Company by any such member for such purpose (or if not so notified, then to the contact details of the member last known to the Company). A notice or document may be sent by electronic means to the fullest extent permitted by the Act.

216. Without prejudice or limitation to the foregoing provisions of Article 215.1 to 215.4, for the purposes of these Articles and the Act, a document shall be deemed to have been sent to a member if a notice is given, served, sent or delivered to the member and the notice specifies the website or hotlink or other electronic link at or through which the member may obtain a copy of the relevant document.

217. Any notice served or given in accordance with Article 215 shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the member, to have been served or given:

217.1 in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);

217.2 in the case of its being left, at the time that it is left;

217.3 in the case of its being posted on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted:

(a) on a Friday — 72 hours after despatch; or

(b) on a Saturday or Sunday — 48 hours after despatch;

217.4 in the case of electronic means being used in relation to it, twelve hours after despatch,

but this Article is without prejudice to section 181(3) of the Act.

218. Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner or liquidator of a member shall be bound by a notice given as aforesaid if sent to the last registered address of such member, or, in the event of notice given or delivered pursuant to Article 215.4, if sent to the address notified to the Company by the member for such purpose notwithstanding that the Company may have notice of the death, his or her being of unsound mind, bankruptcy, liquidation or disability of such member.

219. Notwithstanding anything contained in these Articles to the contrary, the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction.

220. Any requirement in these Articles for the consent of a member in regard to the receipt by such member of electronic mail or other means of electronic communications approved by the Directors, including the receipt of the Company's annual report, statutory financial statements and the Directors' and Auditor's reports thereon, shall be deemed to have been satisfied where the Company has written to the member informing him or her of its intention to use electronic communications for such purposes and the member has not, within four weeks of the issue of such notice, served an objection in writing on the Company to such member. Where a member has given, or is deemed to have given, his/her consent to the receipt by such member of electronic mail or other means of electronic communications approved by the Directors, she/he may revoke such consent at any time by requesting the Company to communicate with him or her in documented form; provided, however, that such revocation shall not take effect until five days after written notice of the revocation is received by the Company. Notwithstanding anything to the contrary in this Article 220, no such consent shall be necessary, and to the extent it is necessary, such consent shall be deemed to have been given, if electronic communications are permitted to be used under the rules and regulations of any Exchange on which the shares in the capital of the Company or other securities of the Company are listed or under the rules of the SEC.

221. If at any time by reason of the suspension or curtailment of postal services in any territory, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a public announcement (as defined below) and such notice shall be deemed to have been duly served on all members entitled thereto at noon (Ireland time) on the day on which the said public announcement is made. In any such case the Company shall put a full copy of the notice of the general meeting on its website.

222. Notice shall be given by the Company to the joint holders of a share in the capital of the Company by giving the notice to both such holders whose names stand in the Register in respect of the share.

223.

223.1 Every person who becomes entitled to a share in the capital of the Company shall, before his or her name is entered in the Register in respect of the share, be bound by any notice in respect of that share which has been duly given to a person from whom he or she derives his or her title.

223.2 A notice may be given by the Company to the persons entitled to a share in the capital of the Company in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them at the address, if any, supplied by them for that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

224. The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

SERVICE OF NOTICES ON THE COMPANY

225. In addition to the means of service of documents set out in section 51 of the Act, a notice or other document may be served on the Company by an officer of the Company by email provided, however, that the Directors have designated an email address for that purpose and notified that email address to its officers for the express purpose of serving notices on the Company.

SENDING STATUTORY FINANCIAL STATEMENTS TO MEMBERS

226. The Company may send by post, electronic mail or any other means of electronic communication:

226.1 the Company's statutory financial statements;

226.2 the directors' report; and

226.3 the statutory auditors' report,

and copies of those documents shall also be treated, for the purposes of the Act, as sent to a person where:

(a) the Company and that person have agreed to his or her having access to the documents on a website (instead of their being sent to him or her);

(b) the documents are documents to which that agreement applies; and

(c) that person is notified, in a manner for the time being agreed for the purpose between him or her and the Company, of:

(i) the publication of the documents on a website;

(ii) the address of that website; and

(iii) the place on that website where the documents may be accessed, and how they may be accessed.

226.4 Documents treated in accordance with Article 226 as sent to any person are to be treated as sent to him or her not less than 21 days before the date of a meeting if, and only if:

(a) the documents are published on the website throughout a period beginning at least 21 days before the date of the meeting and ending with the conclusion of the meeting; and

(b) the notification given for the purposes of Article 226.3(c) is given not less than 21 days before the date of the meeting.

227. Any obligation by virtue of section 339(1) or (2) of the Act to furnish a person with a document may, unless these Articles provide otherwise, be complied with by using electronic communications for sending that document to such address as may for the time being be notified to the Company by that person for that purpose.

ACCOUNTING RECORDS

228. The Directors shall, in accordance with Chapter 2 of Part 6 of the Act, cause to be kept adequate accounting records, whether in the form of documents, electronic form or otherwise, that:

228.1 correctly record and explain the transactions of the Company;

228.2 will at any time enable the assets, liabilities, financial position and profit or loss of the Company to be determined with reasonable accuracy;

228.3 will enable the Directors to ensure that any financial statements of the Company, required to be prepared under sections 290 or 293 of the Act, comply with the requirements of the Act; and

228.4 will enable those financial statements of the Company to be readily and properly audited.

229. The accounting records shall be kept on a continuous and consistent basis and entries therein shall be made in a timely manner and be consistent from year to year. Adequate accounting records shall be deemed to have been maintained if they comply with the provisions of Chapter 2 of Part 6 of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company and, if relevant, the Group and include any information and returns referred to in section 283(2) of the Act.

230. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.

231. The Directors shall determine from time to time whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company shall be open to the inspection of members, not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by the Act or authorised by the Directors or by the Company in a general meeting.

232. In accordance with the provisions of the Act, the Directors shall cause to be prepared and to be laid before the annual general meeting of the Company from time to time such statutory financial statements of the Company and reports as are required by the Act to be prepared and laid before such meeting.

233. A copy of every statutory financial statement of the Company (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and Auditors' report, or summary financial statements prepared in accordance with section 1119 of the Act, shall be sent, by post, electronic mail or any other means of electronic communications, not less than twenty-one Clear Days before the date of the annual general meeting, to every person entitled under the provisions of the Act to receive them; provided that where the Directors elect to send summary financial statements to the members, any member may request that he be sent a copy of the statutory financial statements of the Company. The Company may, in addition to sending one or more copies of its statutory financial statements, summary financial statements or other communications to its members, send one or more copies to any Approved Nominee. For the purposes of this Article, sending by electronic communications includes the making available or displaying on the Company's website (or a website designated by the Board) or the website of the SEC, and each member is deemed to have irrevocably consented to receipt of every statutory financial statement of the Company (including every document required by law to be annexed thereto) and every copy of the Directors' report and the Auditors' report and every copy of any summary financial statements prepared in accordance with section 1119 of the Act, by any such document being made so available or displayed.

234. Auditors shall be appointed and their duties regulated in accordance with the Act.

WINDING UP

235. Subject to the provisions of the Act as to preferential payments, the property of the Company on its winding up shall be distributed among the members according to their rights and interests in the Company.

236. Unless the conditions of issue of the shares in question provide otherwise, dividends declared by the Company more than six years preceding the commencement date of a winding up of the Company, being dividends which have not been claimed within that period of six years, shall not be a claim admissible to proof against the Company for the purposes of the winding up.

237. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the shares in the capital of the Company held by them respectively. If in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said shares held by them respectively; provided that this Article shall be subject to any specific rights attaching to any class of share capital.

237.1 In case of a sale by the liquidator under section 601 of the Act, the liquidator may by the contract of sale agree so as to bind all the members, for the allotment to the members directly, of the proceeds of sale in proportion to their respective interests in the Company and may further, by the contract, limit a time at the expiration of which obligations or shares in the capital of the Company not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting members conferred by the said section.

237.2 The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

238. If the Company is wound up, the liquidator, with the sanction of a special resolution and any other sanction required by the Act, may divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not), and, for such purpose, may value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator, with the like sanction, may vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as, with the like sanction, he or she determines, but so that no member shall be compelled to accept any assets upon which there is a liability.

BUSINESS TRANSACTIONS

239. In addition to any affirmative vote or consent required by law or these Articles (including but not limited to Article 5), and except as otherwise expressly provided in Article 240, a Business Transaction (as defined in Article 241.3) with, or proposed by or on behalf of, any Interested Person (as defined in Article 241.6) or any Affiliate (as defined in Article 241.1) of any Interested Person or any person who thereafter would be an Affiliate of such Interested Person shall require approval by the affirmative vote of members of the Company holding not less than two-thirds (2/3) of the paid up ordinary share capital of the Company, excluding the voting rights attached to any shares beneficially owned by such Interested Person. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or in any agreement with any Exchange or otherwise.

240. The provisions of Article 239 shall not be applicable to any particular Business Transaction, and such Business Transaction shall require only such affirmative vote, if any, as is required by law or by any other provision of these Articles, or any agreement with any Exchange, if either (i) the Business Transaction shall have been approved by a majority of the Board prior to such Interested Person first becoming an Interested Person or (ii) prior to such Interested Person first becoming an Interested Person, a majority of the Board shall have approved such Interested Person becoming an Interested Person and, subsequently, a majority of the Independent Directors (as hereinafter defined) shall have approved the Business Transaction.

241. The following definitions shall apply with respect to Articles 239 to 243:

241.1 The term "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified person.

241.2 A person shall be a "beneficial owner" of any shares of the Company (a) which such person or any of its Affiliates beneficially owns, directly or indirectly; (b) which such person or any of its Affiliates has, directly or indirectly, (i) the right to acquire (whether such right is exercisable immediately or subject only to the passage of time or the occurrence of one or more events), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) the right to vote pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the beneficial owner of any security if the agreement, arrangement or understanding to vote such security arises solely from a revocable proxy or consent solicitation made pursuant to and in accordance with the Act; or (c) which is beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of the Company (except to the extent permitted by the proviso of clause (b)(ii) above). For the purposes of determining whether a person is an Interested Person pursuant to Article 241.6, the number of shares of the Company deemed to be outstanding shall include shares deemed beneficially owned by such person through application of this Article 241.2, but shall not include any other shares of the Company that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

241.3 The term "Business Transaction" shall mean any of the following transactions when entered into by the Company or a subsidiary of the Company with, or upon a proposal by or on behalf of, any Interested Person or any Affiliate of any Interested Person:

(a) any merger or consolidation of the Company or any subsidiary with (i) any Interested Person, or (ii) any other body corporate which is, or after such merger or consolidation would be, an Affiliate of an Interested Person;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a member of the Company, to or with the Interested Person of assets of the Company (other than shares of the Company or of any subsidiary of the Company which assets have an aggregate market value equal to ten percent (10%) or more of the aggregate market value of all the issued share capital of the Company);

(c) any transaction that results in the issuance of shares or the transfer of treasury shares by the Company or by any subsidiary of the Company of any shares of the Company or any shares of such subsidiary to the Interested Person, except (i) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Company or any such subsidiary which securities were outstanding prior to the time that the Interested Person became such, (ii) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into shares of the Company or any such subsidiary which security is distributed, pro rata to all holders of a class or series of shares of the Company subsequent to the time the Interested Person became such, (iii) pursuant to an exchange offer by the Company to purchase shares made on the same terms to all holders of said shares, (iv) any issuance of shares or transfer of treasury shares of the Company by the Company, provided, however, that in the case of each of the clauses (ii) through (iv) above there shall be no increase of more than one percent (1%) in the Interested Person's proportionate share in the shares of the Company of any class or series or (v) pursuant to a public offering or private placement by the Company to an Institutional Investor;

(d) any reclassification of securities, recapitalization or other transaction involving the Company or any subsidiary of the Company which has the effect, directly or indirectly, of (i) increasing the proportionate amount of the shares of any class or series, or securities convertible into the shares of any class or series, of the Company or of any such subsidiary which is owned by the Interested Person, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares not caused, directly or indirectly, by the Interested Person or (ii) increasing the voting power, whether or not then exercisable, of an Interested Person in any class or series of shares of the Company or any subsidiary of the Company;

(e) the adoption of any plan or proposal by or on behalf of an Interested Person for the liquidation, dissolution or winding-up of the Company; or

(f) any receipt by the Interested Person of the benefit, directly or indirectly (except proportionately as a member of the Company), of any loans, advances, guarantees, pledges, tax benefits or other financial benefits (other than those expressly permitted in subparagraphs (a) through (e) above) provided by or through the Company or any subsidiary thereof.

241.4 The term “Independent Directors” shall mean the members of the Board who are not Affiliates or representatives of, or associated with, an Interested Person and who were either Directors prior to any person becoming an Interested Person or were recommended for election or elected to succeed such directors by a vote which includes the affirmative vote of a majority of the Independent Directors.

241.5 The term “Institutional Investor” shall mean a person that (a) has acquired, or will acquire, all of its shares in the Company in the ordinary course of its business and not with the purpose nor with the effect of changing or influencing the control of the Company, nor in connection with or as a participant in any transaction having such purpose or effect, including any transaction subject to rule 13d-3(b) under the Exchange Act, and (b) is a registered broker dealer; a bank as defined in section 3(a)(6) of the Exchange Act; an insurance company as defined in, or an investment company registered under, the Investment Company Act of 1940 of the United States; an investment advisor registered under the Investment Advisors Act of 1940 of the United States; an employee benefit plan or pension fund subject to the Employee Retirement Income Security Act of 1974 of the United States or an endowment fund; a parent holding company, provided that the aggregate amount held directly by the parent and directly and indirectly by its subsidiaries which are not persons specified in the foregoing subclauses of this clause (b) does not exceed one percent (1%) of the securities of the subject class; or a group, provided that all the members are persons specified in the foregoing subclauses of this clause (b).

241.6 The term “Interested Person” shall mean any person (other than the Company, any subsidiary, any profit-sharing, employee share ownership or other employee benefit plan of the Company or any subsidiary or any trustee of or fiduciary with respect to any such plan when acting in such capacity) who (a) is the beneficial owner of shares of the Company representing ten percent (10%) or more of the votes entitled to be cast by the holders of all the paid up share capital of the Company; (b) has stated in a filing with any governmental agency or press release or otherwise publicly disclosed a plan or intention to become or consider becoming the beneficial owner of shares of the Company representing ten percent (10%) or more of the votes entitled to be cast by the holders of all paid up share capital of the Company and has not expressly abandoned such plan, intention or consideration more than two years prior to the date in question; or (c) is an Affiliate of the Company and at any time within the two-year period immediately prior to the date in question was the beneficial owner of shares representing ten percent (10%) or more of the votes entitled to be cast by holders of all the paid up share capital of the Company.

241.7 The term “person” shall mean any individual, body corporate, partnership, unincorporated association, trust or other entity.

241.8 The term “subsidiary” is as defined in section 7 of the Act.

242. A majority of the Independent Directors shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, for the purposes of (i) Articles 239 and 240, all questions arising under Articles 239 and 240 including, without limitation (a) whether a person is an Interested Person, (b) the number of shares of the Company or other securities beneficially owned by any person; and (c) whether a person is an Affiliate of another; and (ii) these Articles, the question of whether a person is an Interested Person. Any such determination made in good faith shall be binding and conclusive on all parties.

243. Nothing contained in Articles 239 to 242 shall be construed to relieve any Interested Person from any fiduciary obligation imposed by law.

SHAREHOLDER RIGHTS PLAN

244. Subject to applicable law, the Directors are hereby expressly authorised to adopt any shareholder rights plan (a “**Rights Plan**”), upon such terms and conditions as the Directors deem expedient and in the best interests of the Company, including, without limitation, where the Directors are of the opinion that a Rights Plan could grant them additional time to gather relevant information or pursue strategies in response to or anticipation of, or could prevent, a potential change of control of the Company or accumulation of shares in the Company or interests therein.

245. The Directors may exercise any power of the Company to grant rights (including approving the execution of any documents relating to the grant of such rights) to subscribe for ordinary shares or preferred shares in the share capital of the Company (“**Rights**”) in accordance with the terms of a Rights Plan.

246. For the purposes of effecting an exchange of Rights for ordinary shares or preferred shares in the share capital of the Company (an “**Exchange**”), the Directors may:

246.1 resolve to capitalise an amount standing to the credit of the reserves of the Company (including, but not limited to, the share premium account, capital redemption reserve, any undenominated capital and profit and loss account), whether or not available for distribution, being an amount equal to the nominal value of the ordinary shares or preferred shares which are to be exchanged for the Rights; and

246.2 apply that sum in paying up in full ordinary shares or preferred shares and allot such shares, credited as fully paid, to those holders of Rights who are entitled to them under an Exchange effected pursuant to the terms of a Rights Plan.

247. The duties of the Directors to the Company under applicable law, including, but not limited to, the Acts and common law, are hereby deemed amended and modified such that the adoption of a Rights Plan and any actions taken thereunder by the Directors (if so approved by the Directors) shall be deemed to constitute an action in the best interests of the Company in all circumstances, and any such action shall be deemed to be immediately confirmed, approved and ratified.

UNTRACED MEMBERS

248. The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:

248.1 for a period of twelve years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the share at his address on the Register or at the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission (provided that during such twelve year period at least three dividends shall have become payable in respect of such share);

248.2 at the expiration of the said period of twelve years by advertisement in a national daily newspaper published in Ireland and in a newspaper circulating in the area in which the address referred to in Article 248.1 is located the Company has given notice of its intention to sell such share;

248.3 during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale the Company has not received any communication from the member or person entitled by transmission; and

248.4 the Company has first given notice in writing to the appropriate sections of the Stock Exchanges of its intention to sell such shares.

249. Where a share, which is to be sold as provided in Article 248, is held in uncertificated form, the Directors may authorise any person to do all that is necessary to change such share into certificated form prior to its sale.

250. To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the member or the person entitled by the transmission to such share. The transferee shall be entered in the Register as the member of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

251. The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Moneys carried to such separate account may be either employed in the business of the Company or held as cash or cash equivalents, or invested in such investments as the Directors may think fit, from time to time.

DESTRUCTION OF RECORDS

252. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof, all notifications of change of name or change of address however received at any time after the expiration of two years from the date of recording thereof and all share certificates and dividend mandates which have been cancelled or ceased to have effect at any time after the expiration of one year from the date of such cancellation or cessation. It shall be presumed conclusively in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument duly and properly registered and every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:

252.1 the provision aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

252.2 nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and

252.3 references herein to the destruction of any document include references to the disposal thereof in any manner.

INDEMNIFICATION

253.

253.1 Subject to the provisions of and so far as may be permitted by the Act, each person who is or was a Director, officer or employee of the Company, and each person who is or was serving at the request of the Company as a director, officer or employee of another company, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Company (including the heirs, executors, administrators and estate of such person) shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto, including any liability incurred by him or her in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him or her as a director, officer or employee of the Company or such other company, partnership, joint venture, trust or other enterprise, and in which judgment is given in his or her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part) or in which he or she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him or her by the court.

253.2 In the case of any threatened, pending or completed action, suit or proceeding by or in the right of the Company, the Company shall indemnify, to the fullest extent permitted by the Act, each person indicated in Article 253.1 against expenses, including attorneys' fees actually and reasonably incurred in connection with the defence or the settlement thereof, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud or dishonesty in the performance of his or her duty to the Company unless and only to the extent that the courts of Ireland or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

253.3 As far as permissible under the Act, expenses, including attorneys' fees, incurred in defending any action, suit or proceeding referred to in this Article shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of a written affirmation by or on behalf of the Director, officer, employee or other indemnitee of a good faith belief that the criteria for indemnification have been satisfied and a written undertaking to repay such amount if it shall ultimately be determined that such Director, officer or employee or other indemnitee is not entitled to be indemnified by the Company as authorised by these Articles.

253.4 It being the policy of the Company that indemnification of the persons specified in this Article shall be made to the fullest extent permitted by law, the indemnification provided by this Article shall not be deemed exclusive of: (a) any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Memorandum, these Articles, any agreement, any insurance purchased by the Company, any vote of members or disinterested Directors, or pursuant to the direction (however embodied) of any court of competent jurisdiction, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, or (b) any amendments or replacements of the Act which permit for greater indemnification of the persons specified in this Article and any such amendment or replacement of the Act shall hereby be incorporated into these Articles. As used in this Article 253.4, references to the "Company" include all constituent companies in a consolidation or merger in which the Company or any predecessor to the Company by consolidation or merger was involved. The indemnification provided by this Article shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors, and administrators of such Directors, officers, employees or other indemnitees.

253.5 The Directors shall have power to purchase and maintain for any Director, the Company Secretary or other officers or employees of the Company insurance against any such liability as referred to in section 235 of the Act.

253.6 The Company may additionally indemnify any agent of the Company or any director, officer, employee or agent of any of its subsidiaries to the fullest extent provided by law, and purchase and maintain insurance for any such person as appropriate.

254. No person shall be personally liable to the Company or its members for monetary damages for breach of fiduciary duty as a Director, provided, however, that the foregoing shall not eliminate or limit the liability of a Director:

254.1 for any breach of the Director's duty of loyalty or duty of care to the Company or its members;

254.2 for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

254.3 for any transaction from which the Director derived an improper personal benefit.

If any applicable law or the relevant code, rules and regulations applicable to the listing of the Company's shares on any Exchange is amended hereafter to authorise corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the fullest extent permitted by the relevant law, as so amended. Any amendment, repeal or modification of this Article 254 shall not adversely affect any right or protection of a Director existing hereunder with respect to any act or omission occurring prior to such amendment, repeal or modification.

Exhibit 4.3.1

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (the "Agreement") is entered into as of December 10, 2020, by and among HL Acquisitions Corp., a British Virgin Islands company ("HL"), Fusion Fuel Green PLC, a public limited company incorporated in Ireland ("Parent"), and Continental Stock Transfer & Trust Company, a New York corporation, with offices at 1 State Street Plaza, New York, New York 10004 ("Warrant Agent").

WHEREAS, HL and the Warrant Agent have previously entered into a warrant agreement, dated as of June 27, 2018 (the "Warrant Agreement") governing the terms of HL's outstanding warrants to purchase ordinary shares of HL (the "HL Warrants");

WHEREAS, HL entered into a Business Combination Agreement, dated as of June 6, 2020 (as amended and restated on August 25, 2020, and as may be further amended from time to time, the "Business Combination Agreement"), with Parent, Fusion Fuel Atlantic Limited, a British Virgin Islands business company and wholly owned subsidiary of Parent ("Merger Sub"), Fusion Welcome – Fuel, S.A., a public limited company domiciled in Portugal, *sociedade anónima* ("Fusion Fuel"), and the shareholders of Fusion Fuel ("Fusion Fuel Shareholders"), pursuant to which, among other things, upon the closing of the transactions contemplated by the Business Combination Agreement ("Closing"), (i) Merger Sub will merge with and into HL (the "Merger") with HL being the surviving entity of the Merger and becoming a wholly-owned subsidiary of Parent, followed immediately by (ii) the acquisition by Parent of all of the issued and outstanding shares of Fusion Fuel (the "Share Exchange", and together with the Merger, the "Transactions");

WHEREAS, effective upon the consummation of the Merger, (i) each HL ordinary share outstanding on the closing date will be converted into one Class A ordinary share of Parent ("Parent Class A Ordinary Shares"), except that holders of HL ordinary shares sold in HL's initial public offering will be entitled to elect instead to receive a pro rata portion of HL's trust account, as provided in HL's amended and restated memorandum and articles of association ("M&A"), and except for an aggregate of 125,000 ordinary shares of HL held by certain initial holders which will be forfeited and cancelled upon the consummation of the Merger, (ii) each outstanding unit purchase option of HL will be terminated, forfeited and cancelled in consideration for the issuance of an aggregate of 50,000 Parent Class A Ordinary Shares, (iii) each outstanding right of HL will be adjusted for one-tenth of one ordinary share of HL immediately prior to the effective time of the Merger, and each such ordinary share of HL will be converted into one Parent Class A Ordinary Share, (iv) each outstanding warrant issued by HL as part of the units in HL's initial public offering ("IPO Warrants") will remain outstanding and, in accordance with Section 4.5 of the Warrant Agreement, will be automatically adjusted to entitle the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein, (v) each outstanding warrant issued by HL in a private placement ("Placement Warrants") will remain outstanding and, in accordance with Section 4.5 of the Warrant Agreement, will be automatically adjusted to entitle the holder to purchase one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein, and (vi) certain convertible notes of HL may be converted into warrants of HL ("Working Capital Warrants"), and upon the Closing each Working Capital Warrant will remain outstanding and, in accordance with Section 4.5 of the Warrant Agreement, will be automatically adjusted to entitle the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein;

WHEREAS, upon consummation of the Share Exchange, (i) the Fusion Fuel Shareholders will be issued a total of 2,125,000 Class B ordinary shares of Parent and 2,125,000 warrants of Parent (the "Fusion Fuel Warrants"), with each Fusion Fuel Warrant entitling the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth in the Warrant Agreement, and (ii) the Fusion Fuel Shareholders holding Class A Shares of Fusion Fuel will have the right, upon the achievement of certain milestones as set forth in the Business Combination Agreement, to receive their pro rata portion of up to an aggregate of 1,137,000 Parent Class A Ordinary Shares and 1,137,000 warrants of Parent (the "Contingent Consideration Warrants" together with the IPO Warrants , Placement Warrants, Working Capital Warrants, and Fusion Fuel Warrants, collectively, the "Warrants"), with each Contingent Consideration Warrant entitling the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth in the Warrant Agreement;

WHEREAS, in connection with the foregoing, HL, the Parent, and the Warrant Agent wish that the Parent shall assume by way of novation all of the liabilities, duties, and obligations of HL under and in respect of the Warrant Agreement, and that HL and the Warrant Agent shall be released from all obligations to each other under the Warrant Agreement;

WHEREAS, the Warrant Agent consents to the novation of the Warrant Agreement from HL to Parent and wishes to release HL from its obligations under and in respect of the Warrant Agreement;

NOW, **THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Novation. In accordance with Section 9.1 of the Warrant Agreement:

(a) Parent shall be substituted for HL in the Warrant Agreement and shall become obligated to perform all of the duties, obligations and liabilities of HL under and in respect of the Warrant Agreement. Parent undertakes full performance of the Warrant Agreement in the place of HL and hereby agrees to faithfully and fully perform the Warrant Agreement as if Parent had been the original party thereto.

(b) The Warrant Agent and HL shall be irrevocably and unconditionally released from their obligations to each other under and in respect of the Warrant Agreement and their respective rights against each other under and in respect of the Warrant Agreement shall be cancelled.

(c) The Warrant Agent shall owe to the Parent all the rights that were, immediately prior to the novation, owed to HL under and in respect of the Warrant Agreement.

(d) The Warrant Agent shall perform and discharge all obligations under and in respect of the Warrant Agreement and be bound by its terms in every way as if the Parent had been the original party thereto in place of HL.

2. Amendment and Restatement of Warrant Agreement. At the Closing, pursuant to Section 9.8 of the Warrant Agreement, Parent and the Warrant Agent shall enter into an amended and restated Warrant Agreement to reflect the novation hereunder and to add the Fusion Fuel Warrants and Contingent Consideration Warrants as "Warrants" under the Warrant Agreement.

3. Release of HL from Liabilities. In consideration of this novation, HL shall be released and discharged of all obligations to perform under the Warrant Agreement as of the date hereof, and shall be fully relieved of all liability to Parent or the Warrant Agent arising out of the Warrant Agreement.

4. Replacement Instruments. From and after the Closing, upon request by any holder of a Warrant, Parent shall issue a new certificate for such Warrant reflecting the adjustment to the terms and conditions described herein.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such State without resort to that State's conflict-of-laws rules.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by email or exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. Successors and Assigns. All the covenants and provisions of this Agreement shall bind and inure to the benefit of each party's respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and year first written above.

HL ACQUISITIONS CORP.

By: /s/ Jeffrey E. Schwarz
Name: Jeffrey E. Schwarz
Title: Chief Executive Officer

FUSION FUEL GREEN PLC

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

Exhibit 4.3.2

AMENDED AND RESTATED WARRANT AGREEMENT

This AMENDED AND RESTATED WARRANT AGREEMENT ("Agreement") is entered into as of December 10, 2020, by and between Fusion Fuel Green PLC, a public limited company incorporated in Ireland ("Parent"), and Continental Stock Transfer & Trust Company, a New York corporation, with offices at 1 State Street Plaza, New York, New York 10004 ("Warrant Agent").

WHEREAS, in connection with the initial public offering of units and simultaneous private placement of warrants of HL Acquisitions Corp., a British Virgin Islands company ("HL"), HL engaged the Warrant Agent to act on behalf of HL in connection with the issuance, registration, transfer, exchange, redemption, and exercise of HL's warrants on the terms and conditions as set forth in the Warrant Agreement dated as of June 27, 2018 between HL and the Warrant Agent (the "Prior Agreement")

WHEREAS, HL entered into a Business Combination Agreement, dated as of June 6, 2020 (as amended and restated on August 25, 2020, and as may be further amended from time to time, the "Business Combination Agreement"), with Parent, Fusion Fuel Atlantic Limited, a British Virgin Islands business company and wholly owned subsidiary of Parent ("Merger Sub"), Fusion Welcome – Fuel, S.A., a public limited company domiciled in Portugal, *sociedade anónima* ("Fusion Fuel"), and the shareholders of Fusion Fuel ("Fusion Fuel Shareholders"), pursuant to which, among other things, upon the closing of the transactions contemplated by the Business Combination Agreement ("Closing"), (i) Merger Sub will merge with and into HL (the "Merger") with HL being the surviving entity of the Merger and becoming a wholly-owned subsidiary of Parent, followed immediately by (ii) the acquisition by Parent of all of the issued and outstanding shares of Fusion Fuel (the "Share Exchange", and together with the Merger, the "Transactions");

WHEREAS, effective upon the consummation of the Merger, (i) each HL ordinary share outstanding on the closing date will be converted into one Class A ordinary share of Parent ("Parent Class A Ordinary Shares"), except that holders of HL ordinary shares sold in HL's initial public offering will be entitled to elect instead to receive a pro rata portion of HL's trust account, as provided in HL's amended and restated memorandum and articles of association ("M&A"), and except for an aggregate of 125,000 ordinary shares of HL held by certain initial holders which will be forfeited and cancelled upon the consummation of the Merger, (ii) each outstanding unit purchase option of HL will be terminated, forfeited and cancelled in consideration for the issuance of an aggregate of 50,000 Parent Class A Ordinary Shares, (iii) each outstanding right of HL will be adjusted for one-tenth of one ordinary share of HL immediately prior to the effective time of the Merger, and each such ordinary share of HL will be converted into one Parent Class A Ordinary Share, (iv) each outstanding warrant issued by HL as part of the units in HL's initial public offering ("IPO Warrants") will remain outstanding and, in accordance with Section 4.5 of the Prior Agreement, will be automatically adjusted to entitle the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein, (v) each outstanding warrant issued by HL in a private placement ("Placement Warrants") will remain outstanding and, in accordance with Section 4.5 of the Prior Agreement, will be automatically adjusted to entitle the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein, and (vi) certain convertible notes of HL may be converted into warrants of HL ("Working Capital Warrants"), and upon the Closing each Working Capital Warrant will remain outstanding and, in accordance with Section 4.5 of the Prior Agreement, will be automatically adjusted to entitle the holder to purchase one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein;

WHEREAS, upon consummation of the Share Exchange, (i) the Fusion Fuel Shareholders will be issued a total of 2,125,000 Class B ordinary shares of Parent and 2,125,000 warrants of Parent (the "Fusion Fuel Warrants"), with each Fusion Fuel Warrant entitling the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein, and (ii) the Fusion Fuel Shareholders holding Class A Shares of Fusion Fuel will have the right, upon the achievement of certain milestones as set forth in the Business Combination Agreement, to receive their pro rata portion of up to an aggregate of 1,137,000 Parent Class A Ordinary Shares and 1,137,000 warrants of Parent (the "Contingent Consideration Warrants" together with the IPO Warrants , Placement Warrants, Working Capital Warrants, and Fusion Fuel Warrants, collectively, the "Warrants"), with each Contingent Consideration Warrant entitling the holder to subscribe for one Parent Class A Ordinary Share at a price of $11.50 per share, subject to adjustment as set forth herein;

WHEREAS, Parent, HL, and the Warrant Agent entered into that certain Novation Agreement ("Novation Agreement"), dated on or about the date hereof, pursuant to which, in accordance with Section 9.1 of the Prior Agreement, Parent was substituted for HL in the Prior Agreement and became obligated to perform all of the duties of HL under the Prior Agreement;

WHEREAS, for the purpose of curing any ambiguity as to whether the Prior Agreement applies to the Warrants following the Closing, Parent and the Warrant Agent desire to amend and restate the Prior Agreement pursuant to Section 9.8 of the Prior Agreement, to provide that the same form and provisions applicable under the Prior Agreement apply to the Warrants;

WHEREAS, in connection with the termination of the unit purchase options upon the Closing, EarlyBirdCapital, Inc., the representative of the underwriters of HL's initial public offering has consented to the amendments to sections 2.7, 6.4, 7.4, 9.4, and 9.8 of the Prior Agreement which remove all references to the "Representative" and "Representative Warrants", as required by the Prior Agreement; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of Parent and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding, and legal obligations of Parent, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. Parent hereby appoints the Warrant Agent to act as agent for Parent for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1. Form of Warrant. Each Warrant shall be held in registered form only, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of, the Chairman of the Board of Directors or Chief Executive Officer and Chief Financial Officer, Treasurer, Secretary or Assistant Secretary of Parent and shall bear a facsimile of Parent's seal. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is delivered, it may be issued with the same effect as if he or she had not ceased to be such at the date of delivery.

2.2. Uncertificated Warrants. Notwithstanding anything herein to the contrary, any Warrant may be held in uncertificated or book-entry form through the Warrant Agent and/or the facilities of The Depository Trust Company (the "Depositary") or other book-entry depositary system, in each case as determined by the Board of Directors of Parent or by an authorized committee thereof. Any Warrant so held shall have the same terms, force and effect as a certificated Warrant that has been duly countersigned by the Warrant Agent in accordance with the terms of this Agreement.

2.3. Effect of Countersignature. Except with respect to uncertificated Warrants as described above, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a Warrant shall be invalid and of no effect and may not be exercised by the holder thereof.

2.4. Registration.

2.4.1. Warrant Register. The Warrant Agent shall maintain books ("Warrant Register") for the registration of original issuance, automatic adjustment by virtue of the Merger and the registration of transfer of the Warrants. Upon the initial issuance or automatic adjustment of the Warrants, the Warrant Agent shall deliver and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by Parent.

2.4.2. Registered Holder. Prior to due presentment for registration of transfer of any Warrant, Parent and the Warrant Agent may deem and treat the person in whose name such Warrant is then registered in the Warrant Register ("registered holder") as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on the Warrant certificate made by anyone other than Parent or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither Parent nor the Warrant Agent shall be affected by any notice to the contrary.

2.5. Private Warrant Attributes. The Placement Warrants, Working Capital Warrants, Fusion Fuel Warrants and Contingent Consideration Warrants (collectively, the "Private Warrants") will be automatically adjusted or issued (as applicable) in the same form as the IPO Warrants but they (i) will not be redeemable by Parent and (ii) may be exercised for cash or on a cashless basis at the holder's option in such manner as Parent's management may specify, in either case as long as they are held by the initial purchasers or their permitted transferees (as prescribed in Section 5.6 hereof). Once a Private Warrant is transferred to a holder other than an affiliate or permitted transferee, it shall be treated as an IPO Warrant hereunder for all purposes.

3. Terms and Exercise of Warrants

3.1. Warrant Price. Each Warrant shall, when countersigned by the Warrant Agent, entitle the registered holder thereof, subject to the provisions of such Warrant and of this Agreement, to subscribe from Parent the number of Parent Class A Ordinary Shares stated therein, at the price of $11.50 per share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1. The term "Warrant Price" as used in this Agreement refers to the price per share at which the Parent Class A Ordinary Shares may be subscribed for at the time a Warrant is exercised. Parent in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than ten (10) Business Days; provided, that Parent shall provide at least ten (10) days prior written notice of such reduction to registered holders of the Warrants and, provided further that any such reduction shall be applied consistently to all of the Warrants.

3.2. Duration of Warrants. A Warrant may be exercised any time and from time to time beginning on the date hereof and terminating at 5:00 p.m., New York City time on the earlier to occur of (i) five years from the date hereof and (ii) the Redemption Date as provided in Section 6.2 of this Agreement, if applicable ("Expiration Date"). The period of time from the date the Warrants will first become exercisable until the Expiration Date shall hereafter be referred to as the "Exercise Period." Except, as applicable, with respect to the right to receive the Redemption Price (as set forth in Section 6 hereunder), each Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at the close of business on the Expiration Date. Parent in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided, however, that Parent will provide at least twenty (20) days written notice prior to the then Expiration Date of any such extension to registered holders and, provided further that any such extension shall be applied consistently to all of the Warrants.

3.3. Exercise of Warrants.

3.3.1. Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant, when countersigned by the Warrant Agent, may be exercised by the registered holder thereof by surrendering it, at the office of the Warrant Agent, or at the office of its successor as Warrant Agent, in the Borough of Manhattan, City and State of New York, with the subscription form, as set forth in the Warrant, duly executed, and by paying in full the Warrant Price for each Parent Class A Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, as follows:

(a) by good certified check or wire payable to the Warrant Agent; or

(b) in the event of redemption pursuant to Section 6 hereof in which Parent's management has elected to force all holders of Warrants to exercise such Warrants on a "cashless basis," by surrendering the Warrants for that number of Parent Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Parent Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the "Fair Market Value" (defined below) by (y) the Fair Market Value, and by paying the nominal value (being US$0.0001 per share on the date of this Agreement) for each Parent Class A Ordinary Share. Solely for purposes of this Section 3.3.1(b), the "Fair Market Value" shall mean the average reported last sale price of Parent Class A Ordinary Shares for the five (5) trading days ending on the third trading day prior to the date on which the notice of redemption is sent to holders of the Warrants pursuant to Section 6 hereof; or

(c) with respect to any Private Warrants, so long as such Private Warrants are held by the initial purchasers or their permitted transferees, by surrendering such Private Warrants for that number of Parent Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Parent Class A Ordinary Shares underlying such Private Warrants, multiplied by the difference between the exercise price of such Private Warrants and the "Fair Market Value" (defined below) by (y) the Fair Market Value, and by paying the nominal value (being US$0.0001 per share on the date of this Agreement) for each Parent Class A Ordinary Share; provided, however, that no cashless exercise shall be permitted unless the Fair Market Value is equal to or higher than the exercise price. Solely for purposes of this Section 3.3.1(c), the "Fair Market Value" shall mean the average reported last sale price of Parent Class A Ordinary Shares for the five (5) trading days ending on the trading day prior to the date of exercise; or

(d) in the event the registration statement required by Section 7.4 hereof is not then effective, by surrendering such Warrants for that number of Parent Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Parent Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the exercise price of the Warrants and the "Fair Market Value" (defined below) by (y) the Fair Market Value, and by paying the nominal value (being US$0.0001 per share on the date of this Agreement) for each Parent Class A Ordinary Share; provided, however, that no cashless exercise shall be permitted unless the Fair Market Value is equal to or higher than the exercise price. Solely for purposes of this Section 3.3.1(d), the "Fair Market Value" shall mean the average reported last sale price of Parent Class A Ordinary Shares for the five (5) trading days ending on the trading day prior to the date of exercise.

3.3.2. Issuance of Certificates. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the Warrant Price (if any), and except with respect to uncertificated Warrants as described above in Section 2.2, Parent shall issue to the registered holder of such Warrant a certificate or certificates for the number of Parent Class A Ordinary Shares to which he, she or it is entitled, registered in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new countersigned Warrant for the number of shares as to which such Warrant shall not have been exercised. Notwithstanding the foregoing, in no event will Parent be required to net cash settle the Warrant exercise. No Warrant shall be exercisable for cash and Parent shall not be obligated to issue Parent Class A Ordinary Shares upon exercise of a Warrant unless Parent Class A Ordinary Shares issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the Warrants. In the event that the condition in the immediately preceding sentence is not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant for cash and such Warrant may have no value and expire worthless. Warrants may not be exercised by, or securities issued to, any registered holder in any state in which such exercise would be unlawful.

3.3.3. Valid Issuance. All Parent Class A Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and nonassessable.

3.3.4. Date of Issuance. Each person in whose name any such certificate for Parent Class A Ordinary Shares is issued shall for all purposes be deemed to have become the holder of record of such shares on the date on which the Warrant was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate, except that, if the date of such surrender and payment is a date when the share transfer books of Parent are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the share transfer books are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify Parent in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder's Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the Warrant Agent's actual knowledge, would beneficially own in excess of 9.8% (the "Maximum Percentage") of the Parent Class A Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Parent Class A Ordinary Shares beneficially owned by such person and its affiliates shall include the number of Parent Class A Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Parent Class A Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of Parent beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). For purposes of the Warrant, in determining the number of outstanding Parent Class A Ordinary Shares, the holder may rely on the number of outstanding Parent Class A Ordinary Shares as reflected in (1) Parent's most recent annual report on Form 10-K, quarterly report on Form 10-Q, current report on Form 8-K or other public filing with the Securities and Exchange Commission as the case may be, (2) a more recent public announcement by Parent or (3) any other notice by Parent or the Warrant Agent setting forth the number of Parent Class A Ordinary Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, Parent shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Parent Class A Ordinary Shares then outstanding. In any case, the number of outstanding Parent Class A Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity or debt securities of Parent by the holder and its affiliates since the date as of which such number of outstanding Parent Class A Ordinary Shares was reported. By written notice to Parent, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to Parent.

4. Adjustments.

4.1. Share Dividends; Split Ups. If after the Closing, the number of outstanding Parent Class A Ordinary Shares is increased by a share dividend payable in Parent Class A Ordinary Shares, or by a split up of Parent Class A Ordinary Shares, or other similar event, then, on the effective date of such share dividend, split up or similar event, the number of Parent Class A Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in outstanding Parent Class A Ordinary Shares.

4.2. Aggregation of Shares. If after the Closing, the number of outstanding Parent Class A Ordinary Shares is decreased by a consolidation, combination, reverse share split or reclassification of Parent Class A Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse share split, reclassification or similar event, the number of Parent Class A Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding Parent Class A Ordinary Shares.

4.3 Extraordinary Dividends. If Parent, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the Parent Class A Ordinary Shares or other shares of Parent's capital into which the Warrants are convertible (an "Extraordinary Dividend"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and the fair market value (as determined by Parent's Board of Directors, in good faith) of any securities or other assets paid on each Parent Class A Ordinary Share in respect of such Extraordinary Dividend; provided, however, that none of the following shall be deemed an Extraordinary Dividend for purposes of this provision: (a) any adjustment described in subsection 4.1 above or (b) any cash dividends or cash distributions which, when combined on a per share basis with all other cash dividends and cash distributions paid on the Parent Class A Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution does not exceed $0.50 (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of Parent Class A Ordinary Shares issuable on exercise of each Warrant) but only with respect to the amount of the aggregate cash dividends or cash distributions equal to or less than $0.50. Solely for purposes of illustration, if Parent, at a time while the Warrants are outstanding and unexpired, pays a cash dividend of $0.35 and previously paid an aggregate of $0.40 of cash dividends and cash distributions on the Parent Class A Ordinary Shares during the 365-day period ending on the date of declaration of such $0.35 dividend, then the Warrant Price will be decreased, effectively immediately after the effective date of such $0.35 dividend, by $0.25 (the absolute value of the difference between $0.75 (the aggregate amount of all cash dividends and cash distributions paid or made in such 365-day period, including such $0.35 dividend) and $0.50 (the greater of (x) $0.50 and (y) the aggregate amount of all cash dividends and cash distributions paid or made in such 365-day period prior to such $0.35 dividend)).

4.4 Adjustments in Exercise Price. Whenever the number of Parent Class A Ordinary Shares issuable upon the exercise of the Warrants is adjusted, as provided in Sections 4.1 and 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Parent Class A Ordinary Shares issuable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Parent Class A Ordinary Shares so issuable immediately thereafter.

4.5. Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Parent Class A Ordinary Shares (other than a change covered by Section 4.1, 4.2 or 4.3 hereof or that solely affects the par value of Parent Class A Ordinary Shares), or in the case of any merger or consolidation of Parent with or into another corporation (other than a consolidation or merger in which Parent is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Parent Class A Ordinary Shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of Parent as an entirety or substantially as an entirety in connection with which Parent is dissolved, the Warrant holders shall thereafter have the right to subscribe for and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Parent Class A Ordinary Shares immediately theretofore issuable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the Warrant holder would have received if such Warrant holder had exercised his, her or its Warrant(s) immediately prior to such event; and if any reclassification also results in a change in the Parent Class A Ordinary Shares covered by Section 4.1, 4.2 or 4.3, then such adjustment shall be made pursuant to Sections 4.1, 4.2, 4.3, 4.4 and this Section 4.5. The provisions of this Section 4.5 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers.

4.6. Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of shares issuable upon exercise of a Warrant, Parent shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of shares issuable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3, 4.4 or 4.5, then, in any such event, Parent shall give written notice to each Warrant holder, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.7. No Fractional Warrants or Shares. No fractional Warrants will be held or issued hereunder. Additionally, notwithstanding any provision contained in this Agreement to the contrary, Parent shall not issue fractional shares upon exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, Parent shall, upon such exercise, round up to the nearest whole number of Parent Class A Ordinary Shares to be issued to the Warrant holder.

4.8. Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants delivered after such adjustment may state the same Warrant Price and the same number of shares as is stated in the Warrant initially delivered pursuant to this Agreement. However, Parent may at any time in its sole discretion make any change in the form of Warrant that Parent may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter delivered or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.9 Other Events. In case any event shall occur affecting Parent as to which none of the provisions of preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, Parent shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. Parent shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

5. Transfer and Exchange of Warrants.

5.1. Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer. If the Warrant surrendered is in certificated form, such surrendered Warrant shall be properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be delivered and the old Warrant shall be cancelled by the Warrant Agent. The Warrants so cancelled shall be delivered by the Warrant Agent to Parent from time to time upon request.

5.2. Instrument of Transfer: The instrument of transfer of any Warrant may be executed for and on behalf of the transferor by any party designated by the Board of Parent for such purpose, and Parent or any other party designated by the Board of Parent for such purpose shall be deemed to have been irrevocably appointed agent for the transferor of such Warrant or Warrants with full power to execute, complete and deliver in the name of and on behalf of the transferor of such Warrant or Warrants all such transfers of Warrants held by the Warrant holders. Any document which records the name of the transferor, the name of the transferee, the number of Warrants agreed to be transferred, the date of the agreement to transfer the Warrants and price per Warrants, shall, once executed by the transferor or any other party designated by the Board of Parent for such purpose as agent for the transferor, be deemed to be a proper instrument of transfer. The transferor shall be deemed to remain a Warrant holder until the name of the transferee is entered on the Warrant Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Board of Parent so determine.

5.3. Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall deliver in exchange therefor one or more new Warrants, in certificate or book entry form, as requested by the registered holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that in the event that a Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and deliver new Warrants in exchange therefor until the Warrant Agent has received an opinion of counsel for Parent stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.4. Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which will result in the delivery of a warrant certificate or book entry position for a fraction of a warrant.

5.5. Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.6. Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be delivered in certificated form pursuant to the provisions of this Section 5, and Parent, whenever required by the Warrant Agent, will supply the Warrant Agent with Warrants duly executed on behalf of Parent for such purpose.

5.7 Fusion Fuel Warrants and Contingent Consideration Warrants. The Warrant Agent shall not register any transfer of Fusion Fuel Warrants or Contingent Consideration Warrants until the date that is the one year anniversary of the Closing of the Business Combination Agreement, except for transfers (i) to Parent's officers, directors, initial shareholders, employees, consultants or their affiliates, (ii) to a holder's shareholders, officers, directors, employees or members upon the holder's liquidation, (iii) by bona fide gift to a member of the holder's immediate family or to a trust, the beneficiary of which is the holder or a member of the holder's immediate family for estate planning purposes, (iv) by virtue of the laws of descent and distribution upon death of a holder, or (v) pursuant to a qualified domestic relations order.

6. Redemption.

6.1. Redemption. Subject to Section 6.4 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of Parent, at any time during the Exercise Period (so long as there is a current registration statement in effect with respect to the Parent Class A Ordinary Shares underlying the Warrants), at the office of the Warrant Agent, upon the notice referred to in Section 6.2, at the price of $0.01 per Warrant ("Redemption Price"), provided that the closing price of the Parent Class A Ordinary Shares equals or exceeds $18.00 per share (subject to adjustment in accordance with Section 4 hereof), on each of twenty (20) trading days within any thirty (30) trading day period ending on the third business day prior to the date on which notice of redemption is given.

6.2. Date Fixed for, and Notice of, Redemption. In the event that Parent shall elect to redeem all of the Warrants that are subject to redemption, Parent shall fix a date for the redemption (the "Redemption Date"). Notice of redemption shall be mailed by first class mail, postage prepaid, by Parent not less than thirty (30) days prior to the Redemption Date to the registered holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the registered holder received such notice.

6.3. Exercise After Notice of Redemption. The IPO Warrants may be exercised for cash (or on a "cashless basis" in accordance with Section 3 of this Agreement) at any time after notice of redemption shall have been given by Parent pursuant to Section 6.2 hereof and prior to the Redemption Date. In the event that Parent determines to require all holders of IPO Warrants to exercise their IPO Warrants on a "cashless basis" pursuant to Section 3.3.1(b), the notice of redemption will contain the information necessary to calculate the number of Parent Class A Ordinary Shares to be received upon exercise of the Warrants, including the "Fair Market Value" in such case and the aggregate nominal value to be paid for the relevant Parent Class A Ordinary Shares which are the subject of such redemption notice. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

6.4 Exclusion of Certain Warrants. Parent understands that the redemption rights provided for by this Section 6 apply only to outstanding Warrants. To the extent a person holds rights to purchase Warrants, such purchase rights shall not be extinguished by redemption. However, once such purchase rights are exercised, Parent may redeem the Warrants issued upon such exercise provided that the criteria for redemption is met. Additionally, Parent agrees that the redemption rights provided in this Section 6 shall not apply to the Private Warrants if at the time of the redemption such Private Warrants continue to be held by the initial purchasers or their permitted transferees. However, once any such Private Warrants are transferred (other than to permitted transferees under Section 5.6), Parent may redeem such Private Warrants in the same manner as the IPO Warrants.

7. Other Provisions Relating to Rights of Holders of Warrants.

7.1. No Rights as Shareholder. A Warrant does not entitle the registered holder thereof to any of the rights of a shareholder of Parent, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as shareholders in respect of the meetings of shareholders or the election of directors of Parent or any other matter.

7.2. Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, Parent and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of Parent, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3. Reservation of Parent Class A Ordinary Shares. Parent shall at all times reserve and keep available a number of its authorized but unissued Parent Class A Ordinary Shares that will be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4. Registration of Parent Class A Ordinary Shares underlying IPO Warrants and Placement Warrants. On [●], 2020, the registration statement on Form F-4 (Commission File No. 333-245052) registering the Parent Class A Ordinary Shares issuable upon the exercise of the IPO Warrants and Placement Warrants was declared effective by the Commission. Parent will use its best efforts to maintain the effectiveness of such registration statement until the expiration of the Warrants in accordance with the provisions of this Agreement and to take such action as is necessary to register or qualify for sale, in those states in which the Warrants were initially offered by Parent and in those states where holders of Warrants then reside, the Parent Class A Ordinary Shares issuable upon exercise of the Warrants, to the extent an exemption is not available. During any period when Parent shall fail to have maintained an effective registration statement covering the Parent Class A Ordinary Shares issuable upon exercise of the Warrants, the holders of the Warrants shall have the right to exercise such Warrants on a "cashless basis" as determined in accordance with Section 3.3.1. Parent shall provide the Warrant Agent with an opinion of counsel for Parent (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the Warrants on a cashless basis in accordance with this Section 7.4 is not required to be registered under the Act and (ii) the Parent Class A Ordinary Shares issued upon such exercise will be freely tradable under U.S. federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Act) of Parent and, accordingly, will not be required to bear a restrictive legend. For the avoidance of any doubt, unless and until all of the Warrants have been exercised on a cashless basis, Parent shall continue to be obligated to comply with its registration obligations under the first three sentences of this Section 7.4.

8. Concerning the Warrant Agent and Other Matters.

8.1. Payment of Taxes. Parent will from time to time promptly pay all taxes and charges that may be imposed upon Parent or the Warrant Agent in respect of the issuance or delivery of Parent Class A Ordinary Shares upon the exercise of Warrants, but Parent shall not be obligated to pay any transfer taxes in respect of the Warrants or such shares. Parent, at its absolute discretion, may, or may procure that a subsidiary of Parent shall, pay Irish stamp duty arising on a transfer of Warrants on behalf of the transferee of such Warrants of Parent. If stamp duty resulting from the transfer of Warrants in Parent which would otherwise by payable by the transferee is paid by Parent or any subsidiary of Parent on behalf of the transferee, then in those circumstances, Parent shall, on its or on behalf of its subsidiary (as the case may be), be entitled to (i) reimbursement of the stamp duty from the transferee, (ii) set-off an amount equal to the stamp duty against any Parent Class A Ordinary Shares issuable on exercise of the Warrants and (ii) claim a first and paramount lien on the Warrants on which stamp duty has been paid by Parent or its subsidiary for the amount of stamp duty paid.

8.2. Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1. Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to Parent. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, Parent shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If Parent shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of the Warrant (who shall, with such notice, submit his Warrant for inspection by Parent), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at Parent's cost. Any successor Warrant Agent, whether appointed by Parent or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the Borough of Manhattan, City and State of New York, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of Parent, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent Parent shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2. Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, Parent shall give notice thereof to the predecessor Warrant Agent and the transfer agent for the Parent Class A Ordinary Shares not later than the effective date of any such appointment.

8.2.3. Merger or Consolidation of Warrant Agent. Any corporation into which the Warrant Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3. Fees and Expenses of Warrant Agent.

8.3.1. Remuneration. Parent agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and will reimburse the Warrant Agent upon demand for all expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

8.3.2. Further Assurances. Parent agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4. Liability of Warrant Agent.

8.4.1. Reliance on Parent Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by Parent prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an executive officer or the Chairman of the Board of Directors of Parent and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2. Indemnity. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. Parent agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement except (i) as a result of the Warrant Agent's gross negligence, willful misconduct, or bad faith; or (ii) any Tax imposed on or calculated by reference to the net income received or receivable by the Warrant Agent.

8.4.3. Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by Parent of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Parent Class A Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Parent Class A Ordinary Shares will, when issued, be valid and fully paid and nonassessable.

8.5. Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to Parent with respect to Warrants exercised and concurrently account for, and pay to Parent, all monies received by the Warrant Agent for the subscription of Parent Class A Ordinary Shares through the exercise of Warrants.

9. Miscellaneous Provisions.

9.1. Successors. All the covenants and provisions of this Agreement by or for the benefit of Parent or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.2. Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on Parent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by Parent with the Warrant Agent), as follows:

Fusion Fuel Green PLC
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attention: Frederico Figueira de Chaves, Chief Financial Officer
Email: frederico@keyfh.com

with a copy, which shall not constitute notice, to:

Arthur Cox
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attn: Connor Manning, Esq.
Email: connor.manning@arthurcox.com

and

Feinberg Hanson LLP
855 Boylston Street, 8th Floor
Boston, MA 02116
Attn: David H. Feinberg, Esq.
Email: dfeinberg@feinberghanson.com

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by Parent to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with Parent), as follows:

Continental Stock Transfer & Trust Company
1 State Street Plaza
New York, New York 10004
Attn: Compliance Department

9.3. Applicable Law. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Parent hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Parent hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any such process or summons to be served upon Parent may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 9.2 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon Parent in any action, proceeding or claim.

9.4. Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the parties hereto and the registered holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the registered holders of the Warrants.

9.5. Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the registered holder of any Warrant. The Warrant Agent may require any such holder to submit his Warrant for inspection by it.

9.6. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

9.7. Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.8 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both written and oral, among the Parties and any of their respective affiliates with respect to the subject matter hereto. This Agreement may be amended by the parties hereto without the consent of any registered holder for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the registered holders. All other modifications or amendments, including any amendment to increase the Warrant Price or shorten the Exercise Period, shall require the written consent or vote of the registered holders of a majority of the then outstanding Warrants; provided, that this Agreement may not be modified or amended in a manner that would negatively impact any holder or group of holders differently from other holders without the written consent of such holder or a majority of such group of holders negatively impacted, as applicable. Notwithstanding the foregoing, Parent may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 3.2, respectively, without the consent of the registered holders.

9.9 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

FUSION FUEL GREEN PLC

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

Exhibit 10.3

AMENDED AND RESTATED STOCK ESCROW AGREEMENT

This AMENDED AND RESTATED STOCK ESCROW AGREEMENT, dated as of December 10, 2020 ("Amended and Restated Escrow Agreement"), by and among HL ACQUISITIONS CORP., a British Virgin Islands company ("HL"), FUSION FUEL GREEN PLC, a public limited company incorporated in Ireland ("Parent"), the individuals and entities listed on Exhibit A hereto (collectively the "Founders"), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation ("Escrow Agent") amends and restates in its entirety that certain Stock Escrow Agreement by and among HL, the Founders, and the Escrow Agent dated June 27, 2018 ("Prior Agreement").

WHEREAS, in connection with the initial public offering of units of HL, the Founders agreed to deposit all of the ordinary shares of HL, no par value ("HL Ordinary Shares"), owned by them into escrow pursuant to the terms and conditions of the Prior Agreement;

WHEREAS, HL has entered into a Business Combination Agreement, dated as of June 6, 2020 (as amended and restated on August 25, 2020, and as may be further amended from time to time, the "Business Combination Agreement"), with Parent, Fusion Fuel Atlantic Limited, a British Virgin Islands business company and wholly owned subsidiary of Parent ("Merger Sub"), Fusion Welcome – Fuel, S.A., a public limited company domiciled in Portugal, *sociedade anónima* ("Fusion Fuel"), and the shareholders of Fusion Fuel ("Fusion Fuel Shareholders") and, as a result of the transactions contemplated by the Business Combination Agreement, among other things, each outstanding HL Ordinary Share will be converted into one Class A ordinary share of Parent ("Parent Class A Ordinary Shares");

WHEREAS, pursuant to Section 1.6 of the Business Combination Agreement and Section 4.3(vi) of the Prior Agreement, certain of the Founders have instructed the Escrow Agent to release an aggregate of 125,000 HL Ordinary Shares ("Forfeited Shares") from escrow to HL for the termination and cancellation of such Forfeited Shares;

WHEREAS, pursuant to Section 8.18 of the Business Combination Agreement, each Parent Class A Ordinary Share received by the Founders upon consummation of the business combination shall be subject to the same transfer restrictions as set forth in the Prior Agreement;

WHEREAS, HL, Parent, and the Founders desire that the Escrow Agent hold the Parent Class A Ordinary Shares held by the Founders in escrow, subject to the terms of this Amended and Restated Escrow Agreement;

WHEREAS, each of the parties to the Prior Agreement is a signatory to this Amended and Restated Escrow Agreement, satisfying the requirements for amendments as set forth in Section 6.3 of the Prior Agreement; and

WHEREAS, each of the Founders hereby appoints Jeffrey E. Schwarz as the initial representative ("HL Representative") to represent the interests of the Founders for purposes of selecting and discharging the Escrow Agent and any successor escrow agents hereunder, receiving notices to the Founders, and accepting service of process on Founders resident outside the State of New York, all as set forth herein.

IT IS AGREED:

1. Appointment of Escrow Agent. HL, Parent, and the Founders hereby appoint the Escrow Agent to act in accordance with and subject to the terms of this Amended and Restated Escrow Agreement and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with and subject to such terms.

2. Deposit of Shares. On or about the date hereof and upon consummation of the Business Combination, HL shall instruct the Escrow Agent to (i) release the Forfeited Shares from escrow for cancellation and forfeiture and (ii) exchange each remaining HL Ordinary Share held in escrow pursuant to the Prior Agreement for one Parent Class A Ordinary Share, with such Parent Class A Ordinary Shares to be held and disbursed subject to the terms and conditions of this Amended and Restated Escrow Agreement. Each Founder acknowledges that the certificate representing such Founder's Parent Class A Ordinary Shares will be legended to reflect the deposit of such shares under this Amended and Restated Escrow Agreement.

3. Disbursement of the Escrow Shares. Except as otherwise set forth herein, the Escrow Agent shall hold the Parent Class A Ordinary Shares deposited into escrow pursuant to Section 2 above (such shares to be referred to herein as the "Escrow Shares") until (i) with respect to 50% of the Escrow Shares, the earlier of (x) one year after the date hereof and (y) the date on which the closing price of the Parent Class A Ordinary Shares equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing from the date hereof and (ii) with respect to the remaining 50% of the Escrow Shares, one year after the date hereof (such period of time during which the Escrow Shares are held in escrow, the "Escrow Period"). Upon completion of the Escrow Period, the Escrow Agent shall disburse such amount of each Founder's Escrow Shares to such Founder; provided, however, that if, within the Escrow Period, Parent subsequently consummates a liquidation, merger, stock exchange or other similar transaction which results in all of the shareholders of such entity having the right to exchange their Parent Class A Ordinary Shares for cash, securities or other property, then the Escrow Agent will, upon receipt of a notice executed by the Chairman of the Board, executive officer or other authorized representative of Parent, in form reasonably acceptable to the Escrow Agent, certifying that such transaction is then being consummated or such conditions have been achieved, as applicable, release the Escrow Shares to the Founders at such time that will allow the Founders to exchange their Escrow Shares along with the other holders of Parent Class A Ordinary Shares in such transaction. The Escrow Agent shall have no further duties hereunder after the disbursement of the Escrow Shares in accordance with this Section 3.

4. Rights of Founders in Escrow Shares.

4.1 Voting Rights as a Shareholder. Except as herein provided, the Founders shall retain all of their rights as shareholders of Parent as long as any shares are held in escrow pursuant to this Amended and Restated Escrow Agreement, including, without limitation, the right to vote such shares.

4.2 Dividends and Other Distributions in Respect of the Escrow Shares. For as long as any Escrow Shares are held in escrow pursuant to this Amended and Restated Escrow Agreement, all dividends payable in cash with respect to the Escrow Shares shall be paid to the Founders, but all dividends payable in shares or other non-cash property ("Non-Cash Dividends") shall be delivered to the Escrow Agent to hold in accordance with the terms hereof. As used herein, the term "Escrow Shares" shall be deemed to include the Non-Cash Dividends distributed thereon, if any.

4.3 Restrictions on Transfer. During the Escrow Period, the only permitted transfers of the Escrow Shares will be (i) to the Founders and Parent's officers, directors, employees, consultants or their affiliates, (ii) to a Founder's stockholders, partners or members upon such Founder's liquidation, (iii) by bona fide gift to a member of the Founder's immediate family or to a trust, the beneficiary of which is the Founder or a member of the Founder's immediate family for estate planning purposes, (iv) by virtue of the laws of descent and distribution upon death of a Founder, or (v) pursuant to a qualified domestic relations order binding on a Founder; provided, however, that except with Parent's prior written consent, such permitted transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of this Amended and Restated Escrow Agreement.

5. Concerning the Escrow Agent.

5.1 Good Faith Reliance. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent in good faith to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Amended and Restated Escrow Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto.

5.2 Indemnification. The Escrow Agent shall be indemnified and held harmless by Parent from and against any expenses, including reasonable counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Amended and Restated Escrow Agreement, the services of the Escrow Agent hereunder, or the Escrow Shares held by it hereunder, other than expenses or losses arising from the gross negligence, fraud or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other parties hereto in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in an appropriate court to determine ownership or disposition of the Escrow Shares or it may deposit the Escrow Shares with the clerk of any appropriate court or it may retain the Escrow Shares pending receipt of a final, non-appealable order of a court having jurisdiction over all of the parties hereto directing to whom and under what circumstances the Escrow Shares are to be disbursed and delivered. The provisions of this Section 5.2 shall survive in the event the Escrow Agent resigns or is discharged pursuant to Sections 5.5 or 5.6 below.

5.3 Compensation. The Escrow Agent shall be entitled to reasonable compensation from Parent for all services rendered by it hereunder. The Escrow Agent shall also be entitled to reimbursement from Parent for all reasonable expenses paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges.

5.4 Further Assurances. From time to time on and after the date hereof, HL, Parent and the Founders shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes of this Amended and Restated Escrow Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

5.5 Resignation. The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by giving the other parties hereto written notice and such resignation shall become effective as hereinafter provided. Such resignation shall become effective at such time that the Escrow Agent shall turn the Escrow Shares over to a successor escrow agent appointed by Parent and approved by the HL Representative, which approval will not be unreasonably withheld, conditioned or delayed. If no new escrow agent is so appointed within the 60-day period following the giving of such notice of resignation, the Escrow Agent may deposit the Escrow Shares with any court it reasonably deems appropriate in the State of New York.

5.6 Discharge of Escrow Agent. The Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at any time by all of the other parties hereto; provided, however, that such resignation shall become effective only upon the appointment of a successor escrow agent selected by Parent and approved by the HL Representative, which approval will not be unreasonably withheld, conditioned or delayed.

5.7 Liability. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own gross negligence, fraud or willful misconduct.

6. Miscellaneous.

6.1 Governing Law. This Amended and Restated Escrow Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, Borough of Manhattan, for purposes of resolving any disputes hereunder. As to any claim, cross-claim, or counterclaim in any way relating to this Amended and Restated Escrow Agreement, each party waives the right to trial by jury. Each of the Founders with an address outside of the State of New York irrevocably agrees to appoint the HL Representative as its agent for service of process in the State of New York to receive, for such Founder and on his, her, or its behalf, service of process in any action, proceeding, or claim against him, her, or it arising out of or relating in any way to this Agreement.

6.2 Third Party Beneficiaries. Each of the parties to this Agreement acknowledges that the HL Representative is a third party beneficiary of this Agreement.

6.3 Entire Agreement. This Amended and Restated Escrow Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, may only be changed, amended, or modified by a writing signed by each of the parties hereto.

6.4 Headings. The headings contained in this Amended and Restated Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

6.5 Binding Effect. This Amended and Restated Escrow Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their legal representatives, successors and assigns.

6.6 Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Amended and Restated Escrow Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery, by email or by facsimile transmission:

If to Parent, to:

Fusion Fuel Green PLC
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attention: Frederico Figueira de Chaves, Chief Financial Officer
Email: frederico@keyfh.com

with a copy, which shall not constitute notice, to:

Arthur Cox
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attn: Connor Manning, Esq.
Email: connor.manning@arthurcox.com

and

Feinberg Hanson LLP
855 Boylston Street, 8th Floor
Boston, MA 02116
Attn: David H. Feinberg, Esq.
Email: dfeinberg@feinberghanson.com

If to the Founders, notice shall be given to HL Representative on behalf of the Founders, to:

Jeffrey Schwarz
c/o Metropolitan Capital Advisors, Inc.
499 Park Avenue, 12th Floor
New York, NY 10022
Email: jschwarz@metrocap.com

with a copy, which shall not constitute notice, to:

Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attn: David Alan Miller, Esq. / Jeffrey M. Gallant, Esq.
Email: dmiller@graubard.com / jgallant@graubard.com

and if to the Escrow Agent, to:

Continental Stock Transfer & Trust Company
1 State Street
New York, New York 10004
Attn: Chairman
Fax No.:
Email:

The parties may change the persons and addresses to which the notices or other communications are to be sent by giving written notice to any such change in the manner provided herein for giving notice.

6.6 Counterparts. This Amended and Restated Escrow Agreement may be executed in several counterparts, each one of which shall constitute an original and may be delivered by facsimile transmission and together shall constitute one instrument.

[Signature Page Follows]

WITNESS the execution of this Amended and Restated Escrow Agreement as of the date first above written.

HL ACQUISITIONS CORP.

By: /s/ Jeffrey E. Schwarz
Name: Jeffrey E. Schwarz
Title: Chief Executive Officer

FUSION FUEL GREEN PLC

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Chief Executive Officer

FOUNDERS

/s/ Wendy Schwarz
Wendy Schwarz

/s/ Jeffrey E. Schwarz
Jeffrey E. Schwarz

JEFFREY SCHWARZ CHILDREN'S TRUST

By: /s/ Craig Frank
Name: Craig Frank
Title: Trustee

/s/ Joel Greenblatt
Joel Greenblatt

/s/ Karen Finerman
Karen Finerman

/s/ Craig Effron
Craig Effron

/s/ Curtis Schenker
Curtis Schenker

/s/ Jonathan Guss
Jonathan Guss

/s/ Stephanie Guss
Stephanie Guss

STERN YOI LIMITED PARTNERSHIP

By: /s/ Yoav Stern
Name: Yoav Stern
Title:

/s/ Greg Drechsler
Greg Drechsler

/s/ Benjamin Schwarz
Benjamin Schwarz

LUNDE3 HOLDING AS

By: /s/ Rune Magnus Lundetrae
Name: Rune Magnus Lundetrae
Title: Director

/s/ Ajay Khandelwal
Ajay Khandelwal

KEY FAMILY HOLDINGS INVESTIMENTOS E CONSULTORIA DE GESTÃO LDA.

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

ESCROW AGENT:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

EXHIBIT A

Name of Founder	Number of Shares
Jeffrey Schwarz	634,241
Wendy Schwarz	184,194
Joel Greenblatt	46,600
Jeffrey Schwarz Children’s Trust	139,964
Karen Finerman	60,922
Craig Effron	7,906
Curtis Schenker	7,906
Jonathan Guss	30,588
Stephanie Guss	5,331
Greg Drechsler	22,507
Ben Schwarz	50,000
Ajay Khandelwal	16,880
Lunde3 Holding AS	16,880
Stern YOI Limited Partnership	9,887
Key Family Holdings Investimentos e Consultoria de Gestão Lda.	16,194

Exhibit 10.4

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Amended and Restated Registration Rights Agreement") is entered into as of December 10, 2020, by and among HL Acquisitions Corp., a British Virgin Islands company ("HL"), Fusion Fuel Green PLC, a public limited company incorporated in Ireland ("Parent"), the Fusion Fuel Shareholders (as defined below), the individuals and entities listed under HL Investors on the signature pages hereto (each, an "HL Investor" and collectively, the "HL Investors"), the individuals and entities listed under HL Affiliates on the signature pages hereto (each, an "HL Affiliate" and collectively, the "HL Affiliates"), EarlyBirdCapital, Inc. ("EBC") and the designees of EBC listed under EBC Designees on the signature pages hereto (collectively, the "EBC Designees") and the individuals listed under Directors on the signature pages hereto, either in their individual capacities or on behalf of an entity controlled by them (each, a "Director" and collectively, the "Directors" and together with the Fusion Fuel Shareholders, HL Investors, the HL Affiliates EBC and the EBC Designees, the "Investors" and each an "Investor"), amends and restates in its entirety that certain Registration Rights Agreement by and among HL and the HL Investors dated June 27, 2018 ("Prior Agreement")

WHEREAS, the Prior Agreement provides for certain rights of registration of the securities of HL held by the Investors;

WHEREAS, HL has entered into a Business Combination Agreement, dated as of June 6, 2020 (as amended and restated on August 25, 2020, and as may be further amended from time to time, the "Business Combination Agreement"), with Parent, Fusion Fuel Atlantic Limited, a British Virgin Islands business company and wholly owned subsidiary of Parent ("Merger Sub"), Fusion Welcome – Fuel, S.A., a public limited company domiciled in Portugal, *sociedade anónima* ("Fusion Fuel"), and the shareholders of Fusion Fuel ("Fusion Fuel Shareholders") and, as a result of the transactions contemplated by the Business Combination Agreement, among other things, (i) each outstanding ordinary share of HL will be converted into one Class A ordinary share of Parent ("Parent Class A Ordinary Shares") except that holders of HL ordinary shares sold in HL's initial public offering will be entitled to elect instead to receive a pro rata portion of HL's trust account, as provided in HL's amended and restated memorandum and articles of association ("M&A"), (ii) each outstanding right of HL will be exchanged for one-tenth of one ordinary share of HL immediately prior to the effective time of the Merger (as defined in the Business Combination Agreement), and each such ordinary share of HL will be converted into one Parent Class A Ordinary Share, (iii) each outstanding warrant of HL will remain outstanding and will be automatically adjusted to entitle the holder to purchase one Parent Class A Ordinary Share at a price of $11.50 per share ("HL Parent Warrant"); (iv) Parent will privately issue to the Fusion Fuel Shareholders (a) 2,125,000 Class B ordinary shares of Parent ("Class B Ordinary Shares"), each such Class B Ordinary Share to be convertible at any time into one Parent Class A Ordinary Share at the option of the holder and all outstanding Class B Ordinary Shares to be automatically converted into an equal number of Parent Class A Ordinary Shares on December 31, 2023, (b) warrants to purchase 2,125,000 Parent Class A Ordinary Shares (the "FF Parent Warrants"), and (c) the right to receive upon achievement of certain milestones 1,137,000 Parent Class A Ordinary Shares (the "Contingent Class A Ordinary Shares") and warrants to purchase 1,137,000 Parent Class A Ordinary Shares (the "Contingent FF Parent Warrants");

WHEREAS, pursuant to Section 1.6 of the Business Combination Agreement, certain of the Investors have agreed to the forfeiture and cancellation of an aggregate of 125,000 ordinary shares of HL and 125,000 warrants of HL ("Forfeited Securities");

WHEREAS, pursuant to Section 1.3(d) of the Business Combination Agreement, EBC, on behalf of itself and the EBC Designees, has agreed to exchange outstanding purchase options of HL for an aggregate of 50,000 ordinary shares of HL, which ordinary shares of HL shall be converted into an equal number of Parent Class A Ordinary Shares ("UPO Shares");

WHEREAS, pursuant to Section 8.22 of the Business Combination Agreement, HL, Parent and Fusion Fuel agreed to amend the Prior Agreement such that, after giving effect to the transactions contemplated by the Business Combination Agreement and the forfeiture of the Forfeited Securities, the Parent securities held by the Investors (other than the Forfeited Securities) shall bear the same registration rights as currently held by the HL Investors party to the Prior Agreement;

WHEREAS, HL, Parent, and the Investors desire to amend and restate the Prior Agreement as set forth in this Amended and Restated Registration Rights Agreement;

WHEREAS, each of the parties to the Prior Agreement is a signatory to this Amended and Restated Registration Rights Agreement, satisfying the requirements for amendments as set forth in Section 6.7 of the Prior Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CERTAIN DEFINITIONS. The following capitalized terms used herein have the following meanings:

"As-Converted Basis" means as of any date of determination, (a) with respect to the Parent Class A Ordinary Shares, all issued and outstanding Parent Class A Ordinary Shares, (b) with respect to the Class B Ordinary Shares, the number of Parent Class A Ordinary Shares issuable upon the conversion thereof, (c) with respect to any of the HL Parent Warrants, FF Parent Warrants, or Contingent FF Parent Warrants, the number of Parent Class A Ordinary Shares issuable upon the exercise thereof, or (d) with respect to any other type, class, or series of securities, all Parent Class A Ordinary Shares issuable upon the exercise or conversion thereof as of such date, whether or not exercisable or convertible at such time.

"Closing" means the closing of the Business Combination Agreement.

"Commission" means the Securities and Exchange Commission, or any other federal agency then administering the Securities Act or the Exchange Act.

"Director Shares" means the Parent Class A Ordinary Shares granted to Jeffrey Schwarz and the Directors as compensation for their service as a director of Parent, which Director Shares are subject to the transfer restrictions as set forth in the Director Agreement entered into by Parent and such Investors.

"Escrow Shares" means the Parent Class A Ordinary Shares owned by the HL Investors and held in escrow pursuant to that certain Amended and Restated Stock Escrow Agreement dated on or about the date hereof by and among HL, Parent, the HL Investors, Continental Stock Transfer & Trust Company, and the other parties thereto.

"Fusion Fuel Securities" means (i) all of the FF Parent Warrants, (ii) all of the Parent Class A Ordinary Shares issuable upon the exercise of the FF Parent Warrants, (iii) all of the Parent Class A Ordinary Shares issued or issuable upon the conversion of Class B Ordinary Shares, (iii) all of the Contingent Class A Ordinary Shares, (iv) all of the Contingent FF Parent Warrants, and (v) all of the Parent Class A Ordinary Shares issuable upon the exercise of Contingent FF Parent Warrants.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"HL Securities" means (i) all of the Parent Class A Ordinary Shares issued to the HL Affiliates, EBC, and the EBC Designees, including the Escrow Shares, (ii) all of the HL Parent Warrants held by the HL Affiliates, (iii) the HL Parent Warrants held by any HL Affiliates or HL Investors following the automatic adjustment of certain outstanding warrants of HL created upon conversion of convertible working capital loans made by an HL Affiliate or HL Investor to HL prior to the Closing, and (iv) all of the Parent Class A Ordinary Shares underlying all HL Parent Warrants (which, for the avoidance of doubt, includes HL Parent Warrants held by the HL Investors and HL Affiliates).

"Lockup Expiration Date" means the date that is the one-year anniversary of the Closing of the Business Combination Agreement.

"PIPE Investors" means those certain investors who entered into subscription agreements with the Parent, dated on or around August 25, 2020, for the purchase of Parent Class A Ordinary Shares in the aggregate amount of $25,112,500.

"PIPE Registration Statement" means a Registration Statement to be filed within thirty (30) days of the closing of the Business Combination Agreement as contemplated by those certain subscription agreements between the Parent and the PIPE Investors.

"Register," "Registered" and "Registration" mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"Registrable Securities" means (i) the HL Securities, (ii) the UPO Shares, (iii) the Fusion Fuel Securities and (iv) Director Shares, in each case beneficially owned or held by the Investors. Registrable Securities include any warrants, units, shares of capital stock or other securities of Parent issued as a dividend or other distribution with respect to or in exchange for or in replacement of the securities listed in items (i) through (iv) of the previous sentence (and underlying securities). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (w) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (x) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by Parent and subsequent public distribution of them shall not require registration under the Securities Act; (y) such securities shall have ceased to be outstanding, or (z) the Registrable Securities are freely saleable under Rule 144 under the Securities Act without volume limitations.

"Registration Statement" means a registration statement filed by Parent with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form F-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"Release Date" means the date on which the Escrow Shares are disbursed from escrow pursuant to Section 3 of that certain Amended and Restated Stock Escrow Agreement dated on or about the date hereof by and among HL, Parent, the Investors and Continental Stock Transfer & Trust Company.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"Triggering Date" means (i) with respect to the Escrow Shares, the date falling three months prior to the Release Date; (ii) with respect to the Director Shares, the date that the transfer restrictions lapse with respect to such Director Shares; (iii) with respect to the Fusion Fuel Securities, the Lockup Expiration Date, and (iv) with respect to all other Registrable Securities, the date hereof.

"Underwriter" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

2. REGISTRATION RIGHTS.

2.1 Demand Registration.

2.1.1 Request for Registration. At any time and from time to time on or after the Triggering Date, the holders of a majority-in-interest of all the outstanding Registrable Securities held by any of (i) the HL Investors, EBC, and the EBC Designees in respect of the Registrable Securities held by them, (ii) the Fusion Fuel Shareholders in respect of the Registrable Securities held by them, or (iii) the Directors in respect of the Registrable Securities held by them, as the case may be (but not including Escrow Shares to the extent the Release Date has not occurred, the Fusion Fuel Securities to the extent the Lockup Expiration Date has not occurred, the Director Shares to the extent any contractual transfer restrictions other than restrictions imposed by securities laws have not lapsed, or the UPO Shares, which are covered by Section 2.1.2), may make a written demand for registration under the Securities Act of all or part of their Registrable Securities (a "Demand Registration"). Any demand for a Demand Registration shall specify the type and number of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. Within ten (10) days of Parent's receipt of the Demand Registration, Parent will notify all holders of Registrable Securities of the demand (including the holders of the UPO Shares), and each holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration for which the applicable Triggering Date has passed (each such holder including shares of Registrable Securities in such registration, a "Demanding Holder") shall so notify Parent within ten (10) days after the receipt by the holder of the notice from Parent. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.1.5 and the provisos set forth in Section 3.1.1. Parent shall not be obligated to effect more than an aggregate of two (2) Demand Registrations under this Section 2.1.1 in respect of all Registrable Securities.

2.1.2 UPO Shares Request for Registration. At any time and from time to time on or after the Triggering Date, the holders of a majority-in-interest of the UPO Shares may make a written demand for registration under the Securities Act of all or part of their UPO Shares (a "UPO Demand Registration"). Any demand for a UPO Demand Registration shall specify the number of UPO Shares proposed to be sold and the intended method(s) of distribution thereof. Within ten (10) days of Parent's receipt of the UPO Demand Registration, Parent will notify all holders of Registrable Securities of the demand and each Demanding Holder shall notify Parent of its wish to include all or a portion of such holder's Registrable Securities in the UPO Demand Registration within fifteen (15) days after the receipt by the holder of the notice from Parent. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the UPO Demand Registration, subject to Section 2.1.5 and the provisos set forth in Section 3.1.1. Parent shall not be obligated to effect more than an aggregate of one (1) UPO Demand Registration under this Section 2.1.2 in respect of all UPO Shares.

2.1.3 Effective Registration. A registration will not count as a Demand Registration or a UPO Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration or UPO Demand Registration has been declared effective and Parent has complied with all of its obligations under this Amended and Restated Registration Rights Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration or UPO Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration or UPO Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders, on an As-Converted Basis, thereafter affirmatively elect to continue the offering and notify Parent in writing, but in no event later than five (5) days of such election; provided, further, that Parent shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or UPO Demand Registration or is terminated.

2.1.4 Underwritten Offering. If a majority-in-interest of the Demanding Holders, on an As-Converted Basis, so elect and such holders so advise Parent as part of their written demand for a Demand Registration or UPO Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration or UPO Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by a majority-in-interest of the holders initiating the Demand Registration or UPO Demand Registration, as applicable, on an As-Converted Basis.

2.1.5 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration or UPO Demand Registration that is to be an underwritten offering advises Parent and the Demanding Holders in writing that the dollar amount or number of any Registrable Securities which the Demanding Holders desire to sell, taken together with all other Parent securities, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other shareholders of Parent who desire to sell (the "Outside Registrable Securities" and together with the Registrable Securities, the "Offering Securities") and together with Parent Class A Ordinary Shares, warrants of Parent, or other equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, which Parent desires to sell for its own account and/or for shareholders of Parent for their account(s) (the "Parent Offering Securities"), exceeds the maximum dollar amount or maximum number of shares, warrants and/or other securities that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of securities, as applicable, the "Maximum Number of Securities"), then Parent shall include in such registration: (i) first, the amount of Offering Securities that can be sold without exceeding the Maximum Number of Securities, such that the number of each type, series or class of Offering Security registrable by a holder in a Demand Registration or UPO Demand Registration shall be determined on a pro rata basis in respect of the total number of the same type, series or class of Offering Security requested be included in such registration (such proportion is referred to herein as "Pro Rata"); and (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Parent Offering Securities that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. If a majority-in-interest of the Demanding Holders, on an As-Converted Basis, disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to Parent and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders, on an As-Converted Basis, withdraws from a proposed offering relating to a Demand Registration or UPO Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.1.1 or 2.1.2, as applicable.

2.2 Piggy-Back Registration.

2.2.1 Piggy-Back Rights. If at any time on or after the Closing Parent proposes to file a Registration Statement under the Securities Act with respect to an offering of Parent Offering Securities (including, without limitation, pursuant to Section 2.1 and the PIPE Registration Statement), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to Parent's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of Parent or (iv) for a dividend reinvestment plan, then Parent shall (x) give written notice of such proposed filing to the holders of all Registrable Securities (but in each case only if such offering is proposed to be made after the applicable Triggering Date), as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "Piggy-Back Registration"). Parent shall cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of Parent and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises Parent and the holders of Registrable Securities in writing that the dollar amount or number of Parent Offering Securities, taken together with the Outside Registrable Securities, the Registrable Securities as to which registration has been requested under this Section 2.2 (the "Piggy-Back Registrable Securities"), and the Parent securities, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other shareholders of Parent (the "Outside Piggy-Back Registrable Securities"), exceeds the Maximum Number of Securities, then Parent shall include in any such registration:

(a) If the registration is undertaken for Parent's account: (i) the Parent Offering Securities that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Piggy-Back Registrable Securities as to which registration has been requested, Pro Rata, that can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Outside Piggy-Back Registrable Securities as to which registration has been requested, Pro Rata, that can be sold without exceeding the Maximum Number of Securities; and

(b) If the registration is a "demand" registration undertaken at the demand of holders of Outside Registrable Securities, (i) first, the Outside Registrable Securities that can be sold without exceeding the Maximum Number of securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Piggy-Back Registrable Securities as to which registration has been requested, Pro Rata, that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Outside Piggy-Back Registrable Securities, Pro Rata, that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii), and (iii), Parent Offering Securities.

2.2.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to Parent of such request to withdraw prior to the effectiveness of the Registration Statement. Parent (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, Parent shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.2.4 Unlimited Piggy Back Registration Rights. For purposes of clarity, any registration effected pursuant to Section 2.2 hereof shall not be counted as a Demand Registration or UPO Demand Registration effected under Section 2.1 hereof.

2.3 Registrations on Form F-3. The holders of Registrable Securities may at any time and from time to time after the applicable Triggering Date, request in writing that Parent register the resale of any or all of such Registrable Securities on Form F-3 or any similar short-form registration which may be available at such time ("Form F-3"); provided, however, that Parent shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, Parent shall promptly give written notice of the proposed registration to all other holders of Registrable Securities, and each Demanding Holder shall notify Parent of its wish to include all or a portion of such holder's Registrable Securities in such Form F-3 within ten (10) days after the receipt by the holder of the notice from Parent, and, as soon as practicable thereafter, but not more than twelve (12) days after Parent's initial receipt of such written request for a registration, Parent shall effect the registration of all or such portion of such holder's or holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities or other securities of Parent, if any, of any other holder or holders joining in such request; provided, however, that Parent shall not be obligated to effect any such registration pursuant to this Section 2.3: (i) if Form F-3 is not available for such offering; or (ii) if the holders of the Registrable Securities, together with the holders of any other securities of Parent entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at any aggregate price to the public of less than $500,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations or UPO Demand Registration effected pursuant to Section 2.1.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever Parent is required to effect the registration of any Registrable Securities pursuant to Section 2, Parent shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. Parent shall use its best efforts to, as expeditiously as possible and in any event within sixty (60) days after receipt of a request for a Demand Registration or UPO Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which Parent then qualifies or which counsel for Parent shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become effective and use its best efforts to keep it effective for the period required by Section 3.1.3; provided, however, that Parent shall have the right to defer any Demand Registration or UPO Demand Registration for up to thirty (30) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if Parent shall furnish to the holders a certificate signed by the Chairman of the Board of Directors or President of Parent stating that, in the good faith judgment of the Board of Directors of Parent, it would be materially detrimental to Parent and its shareholders for such Registration Statement to be effected at such time; provided further, however, that Parent shall not have the right to exercise the right set forth in the immediately preceding proviso more than once in any 365-day period in respect of a Demand Registration or UPO Demand Registration hereunder.

3.1.2 Copies. Parent shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. Parent shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn.

3.1.4 Notification. After the filing of a Registration Statement, Parent shall promptly, and in no event more than two (2) business days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) business days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and Parent shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, Parent shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon, and Parent shall not file any Registration Statement or prospectus or amendment or supplement thereto, including documents incorporated by reference, to which such holders or their legal counsel shall object.

3.1.5 Securities Laws Compliance. Parent shall use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities or securities exchanges, including the Nasdaq Capital Market, as may be necessary by virtue of the business and operations of Parent and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that Parent shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. Parent shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. No holder of Registrable Securities included in such registration statement shall be required to make any representations or warranties in the underwriting agreement except as reasonably requested by the Underwriters and, if applicable, with respect to such holder's organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such holder's material agreements and organizational documents, and with respect to written information relating to such holder that such holder has furnished in writing expressly for inclusion in such Registration Statement.

3.1.7 Cooperation. The principal executive officer of Parent, the principal financial officer of Parent, the principal accounting officer of Parent and all other officers and members of the management of Parent shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.8 Records. Parent shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of Parent, as shall be necessary to enable them to exercise their due diligence responsibility, and cause Parent's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.9 Opinions and Comfort Letters. Parent shall furnish to each holder of Registrable Securities included in any Registration Statement a signed counterpart, addressed to such holder, of (i) any opinion of counsel to Parent delivered to any Underwriter and (ii) any comfort letter from Parent's independent public accountants delivered to any Underwriter. In the event no legal opinion is delivered to any Underwriter, Parent shall furnish to each holder of Registrable Securities included in such Registration Statement, at any time that such holder elects to use a prospectus, an opinion of counsel to Parent to the effect that the Registration Statement containing such prospectus has been declared effective and that no stop order is in effect.

3.1.10 Earnings Statement. Parent shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as reasonably practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.11 Listing. Parent shall use its best efforts to cause all Registrable Securities included in any registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by Parent are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the holders of a majority of the Registrable Securities included in such registration, on an As-Converted Basis.

3.1.12. Transfer Agent. Parent shall provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of the registration statement.

3.1.13. Misstatements. Parent shall notify the Investors at any time when a prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or an omission to state a material fact required to be stated in a registration statement or prospectus, or necessary to make the statements therein in the light of the circumstances under which they were made not misleading (a "Misstatement"), and then to correct such Misstatement.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from Parent of the happening of any event of the kind described in Section 3.1.4(iv), or, in the case of a resale registration on Form F-3 pursuant to Section 2.3 hereof, upon any suspension by Parent, pursuant to a written insider trading compliance program adopted by Parent's Board of Directors, of the ability of all "insiders" covered by such program to transact in Parent's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in Parent's securities is removed, as applicable, and, if so directed by Parent, each such holder will deliver to Parent all written copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3 Registration Expenses. Parent shall bear all costs and expenses incurred in connection with any Demand Registration or UPO Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form F-3 effected pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Amended and Restated Registration Rights Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees and fees of any securities exchange on which the Parent Class A Ordinary Shares, HL Parent Warrants and/or FF Parent Warrants are then listed; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel of the Underwriters in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) Parent's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for Parent and fees and expenses for independent certified public accountants retained by Parent (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.9); (viii) the fees and expenses of any special experts retained by Parent in connection with such registration and (ix) the fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration. Parent shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling shareholders and Parent shall bear the expenses of the Underwriter pro rata in proportion to the respective amount of shares each is selling in such offering.

3.4 Information. The holders of Registrable Securities shall provide such information as may reasonably be requested by Parent, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with Parent's obligation to comply with federal and applicable state securities laws.

3.5 Requirements for Participation in Underwritten Offerings. No person may participate in any underwritten offering for equity securities of Parent pursuant to a registration initiated by Parent hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by Parent and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.6 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from Parent that a registration statement or prospectus contains a Misstatement, each of the holders of Registrable Securities shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended prospectus correcting the Misstatement (it being understood that Parent hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until it is advised in writing by Parent that the use of the prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any registration at any time would require Parent to make an Adverse Disclosure (as defined below) or would require the inclusion in such Registration Statement of financial statements that are unavailable to Parent for reasons beyond Parent's control, Parent may, upon giving prompt written notice of such action to the holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by Parent to be necessary for such purpose. In the event Parent exercises its rights under the preceding sentence, the Investors agree to suspend, immediately upon their receipt of the notice referred to above, their use of the prospectus relating to any registration in connection with any sale or offer to sell Registrable Securities. Parent shall immediately notify the Investors of the expiration of any period during which it exercised its rights under this Section 3.6. As used herein, "Adverse Disclosure" means any public disclosure of material non-public information, which disclosure, in the good faith judgment of the principal executive officer or principal financial officer of Parent, after consultation with counsel to Parent, (i) would be required to be made in any Registration Statement or prospectus in order for the applicable Registration Statement or prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) Parent has a bona fide business purpose for not making such information public.

3.7 Reporting Obligations. As long as any Investor shall own Registrable Securities, Parent, at all times while it shall be reporting under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by Parent after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Investors with true and complete copies of all such filings. Parent will be deemed to have furnished the Investors with copies of such filings upon the appearance of such filings on EDGAR and Parent's website. Parent further covenants that it shall take such further action as any Investor may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities held by such Investor without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act, including providing any legal opinions. Upon the request of any Investor, Parent shall deliver to such Investor a written certification of a duly authorized officer as to whether it has complied with such requirements.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by Parent. Subject to the Irish Companies Act of 2014, in particular and without limitation, Section 82 thereunder, Parent agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "Investor Indemnified Party"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by Parent of the Securities Act or any rule or regulation promulgated thereunder applicable to Parent and relating to action or inaction required of Parent in connection with any such registration; and Parent shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action whether or not any such person is a party to any such claim or action and including any and all legal and other expenses incurred in giving testimony or furnishing documents in response to a subpoena or otherwise; provided, however, that Parent will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to Parent, in writing, by such selling holder expressly for use therein. Parent also shall indemnify any Underwriter of the Registrable Securities, their officers, affiliates, directors, partners, members and agents and each person who controls such Underwriter on substantially the same basis as that of the indemnification provided above in this Section 4.1.

4.2 Indemnification by Holders of Registrable Securities. Subject to the limitations set forth under Section 4.4.3 hereof, each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Amended and Restated Registration Rights Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless Parent, each of its directors and officers and each Underwriter (if any), and each other selling holder and each other person, if any, who controls another selling holder or such Underwriter within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to Parent by such selling holder expressly for use therein, and shall reimburse Parent, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder. Each selling holder of Registrable Securities shall indemnify any Underwriter of the Registrable Securities, the Underwriter's officers, affiliates, directors, partners, members, and agents, and each person who controls such Underwriter to the same extent as provided herein with respect to Parent.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such person (the "Indemnified Party") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "Indemnifying Party") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) with respect to any action shall be entitled to contribution in such action from any person who was not guilty of such fraudulent misrepresentation.

4.5 Survival. The indemnification provided for under this Amended and Restated Registration Rights Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Party or any officer, director or controlling person of such Indemnified Party and shall survive the transfer of securities.

5. RULE 144. Parent covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

6. MISCELLANEOUS.

6.1 Other Registration Rights. Except for the registration rights granted to the PIPE investors under each of their respective subscription agreements, dated on or around August 25, 2020, Parent represents and warrants that no person other than the holders of the Registrable Securities has any right to require Parent to register any shares of Parent's capital stock for sale or to include shares of Parent's capital stock in any registration filed by Parent for the sale of shares of capital stock for its own account or for the account of any other person. Further, except with respect to the registration rights granted to the PIPE Investors, Parent represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Amended and Restated Registration Rights Agreement, the terms of this Amended and Restated Registration Rights Agreement shall prevail.

6.2 Assignment; No Third Party Beneficiaries. This Amended and Restated Registration Rights Agreement and the rights, duties and obligations of Parent hereunder may not be assigned or delegated by Parent in whole or in part. This Amended and Restated Registration Rights Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such holder. This Amended and Restated Registration Rights Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties, to the permitted assigns of the Investors or holder of Registrable Securities or of any assignee of the Investors or holder of Registrable Securities. This Amended and Restated Registration Rights Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Article 4 and this Section 6.2. No assignment by any party hereto of such party's rights, duties, and obligations hereunder shall be binding upon or obligate Parent unless and until Parent shall have received (i) written notice of such assignment and (ii) the written assignment of the assignee, in a form reasonably satisfactory to Parent, to be bound by the terms and provisions of this Amended and Restated Registration Rights Agreement (which may be accomplished by an addendum or certificate of joinder to this Amended and Restated Registration Rights Agreement).

6.3 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Amended and Restated Registration Rights Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery, telegram, telex or facsimile, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by telegram, telex or facsimile; provided, that if such service or transmission is not on a business day or is after normal business hours, then such notice shall be deemed given on the next business day. Notice otherwise sent as provided herein shall be deemed given on the next business day following timely delivery of such notice to a reputable air courier service with an order for next-day delivery.

To Parent, to:

Fusion Fuel Green PLC
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attention: Frederico Figueira de Chaves, Chief Financial Officer
Email: frederico@keyfh.com

with a copy, which shall not constitute notice, to:

Arthur Cox
10 Earlsfort Terrace
Dublin 2, D02 T380, Ireland
Attn: Connor Manning, Esq.
Email: connor.manning@arthurcox.com

and

Feinberg Hanson LLP
855 Boylston Street, 8th Floor
Boston, MA 02116
Attn: David H. Feinberg, Esq.
Email: dfeinberg@feinberghanson.com

If to the Fusion Fuel Shareholders:

Fusion Welcome, S.A.
Ex-Siemens Facilities
Rua da Fabrica, S/N, Sabugo
2715-376, Almargem do Bispo
Portugal
Attn: Frederico Figueira de Chaves
Email: frederico@keyfh.com

with a copy, which shall not constitute notice, to:

Feinberg Hanson LLP
855 Boylston Street, 8th Floor
Boston, MA 02116
Attn: David H. Feinberg, Esq.
Email: dfeinberg@feinberghanson.com

If to the HL Investors, to:

Jeffrey Schwarz
c/o Metropolitan Capital Advisors, Inc.
499 Park Avenue, 12th Floor
New York, NY 10022
Email: jschwarz@metrocap.com

with a copy, which shall not constitute notice, to:

Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attn: David Alan Miller, Esq. / Jeffrey M. Gallant, Esq.
Email: dmiller@graubard.com / jgallant@graubard.com

If to EBC or an EBC Designee, to:

EarlyBirdCapital, Inc.
366 Madison Avenue
New York, NY 10017
Attn: Steven Levine, CEO
Email: slevine@ebcap.com

with a copy, which shall not constitute notice, to:

Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attn: David Alan Miller, Esq. / Jeffrey M. Gallant, Esq.

6.4 Severability. This Amended and Restated Registration Rights Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amended and Restated Registration Rights Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amended and Restated Registration Rights Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

6.5 Counterparts. This Amended and Restated Registration Rights Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of a signed counterpart of this Amended and Restated Registration Rights Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

6.6 Entire Agreement. This Amended and Restated Registration Rights Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

6.7 Modifications and Amendments. Upon the written consent of Parent and the holders of at least sixty-six and two-thirds percent (66-2/3%) of the Registrable Securities, on an As-Converted Basis, at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Amended and Restated Registration Rights Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one holder of Registrable Securities or group of holders of Registrable Securities, solely in its or their capacity(ies) as a holder(s) of Registrable Securities, in a manner that is materially different from the other holders of Registrable Securities (in such capacity) shall require the consent of the holder(s) so affected; for the sake of clarity and by way of example, any such amendment or waiver that adversely affects the Fusion Fuel Shareholders in a manner that is materially different from the other holders of Registrable Securities shall require the consent of the holders of a majority in interest of the Fusion Fuel Securities, on an As-Converted Basis. No course of dealing between any holders of Registrable Securities or Parent and any other party hereto or any failure or delay on the part of a holder of Registrable Securities or Parent in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any holder of Registrable Securities or Parent. No single or partial exercise of any rights or remedies under this Amended and Restated Registration Rights Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.8 Titles and Headings. Titles and headings of sections of this Amended and Restated Registration Rights Agreement are for convenience only and shall not affect the construction of any provision of this Amended and Restated Registration Rights Agreement.

6.9 Waivers and Extensions. Any party to this Amended and Restated Registration Rights Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Amended and Restated Registration Rights Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

6.10 Remedies Cumulative. In the event that Parent fails to observe or perform any covenant or agreement to be observed or performed under this Amended and Restated Registration Rights Agreement, the Investor or any other holder of Registrable Securities may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Amended and Restated Registration Rights Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Amended and Restated Registration Rights Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Amended and Restated Registration Rights Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Amended and Restated Registration Rights Agreement or now or hereafter available at law, in equity, by statute or otherwise.

6.11 Governing Law. This Amended and Restated Registration Rights Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction. Parent and each Investor irrevocably submits to the nonexclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York, Borough of Manhattan, over any suit, action or proceeding arising out of or relating to this Amended and Restated Registration Rights Agreement. Parent and each Investor irrevocably waives, to the fullest extent permitted by law, any objection that he, she, or it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

6.12 Waiver of Trial by Jury. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE INVESTOR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

HL

HL ACQUISITIONS CORP.

By: /s/ Jeffrey E. Schwarz
Name: Jeffrey E. Schwarz
Title: Chief Executive Officer

PARENT

FUSION FUEL GREEN PLC

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Chief Executive Officer

FUSION FUEL SHAREHOLDERS

FUSION WELCOME, S.A.

By: /s/ João Teixeira Wahnon
Name: João Teixeira Wahnon
Title: Director

FALCFIVE, LDA

By: /s/ Vicente Falcão e Cunha
Name: Vicente Falcão e Cunha
Title: Director

NUMBERBUBBLE, S.A.

By: /s/ João Teixeira Wahnon
Name: João Teixeira Wahnon
Title: Director

MAGNO EFEITO, S.A.

By: /s/ Jaime Silva
Name: Jaime Silva
Title: Director

KEY FAMILY HOLDING INVESTIMENTOS E CONSULTORIA DE GESTAO, LDA

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

HL AFFILIATES:

/s/ Jeffrey E. Schwarz
Jeffrey E. Schwarz

HL INVESTORS

/s/ Wendy Schwarz
Wendy Schwarz

/s/ Joel Greenblatt
Joel Greenblatt

/s/ Jonathan Guss
Jonathan Guss

/s/ Stephanie Guss
Stephanie Guss

/s/ Greg Drechsler
Greg Drechsler

LUNDE3 HOLDING AS

By: /s/ Rune Magnus Lundetrae
Name: Rune Magnus Lundetrae
Title: Director

/s/ Ajay Khandelwal
Ajay Khandelwal

/s/ Karen Finerman
Karen Finerman

/s/ Craig Effron
Craig Effron

/s/ Curtis Schenker
Curtis Schenker

/s/ Benjamin Schwarz
Benjamin Schwarz

JEFFREY SCHWARZ CHILDREN'S TRUST

By: /s/ Craig Frank
Name: Craig Frank
Title: Trustee

STERN YOI LIMITED PARTNERSHIP

By: /s/ Yoav Stern
Name: Yoav Stern
Title: Partner

Alla Jezmir

EBC DESIGNEES:

EARLYBIRDCAPITAL, INC.

By: /s/ Michael Powell
Name: Michael Powell
Title: Managing Director

/s/ Michael Powell
Michael Powell

/s/ Edward Kovary
Edward Kovary

/s/ Marc Van Tricht
Marc Van Tricht

/s/ Gregory Stoupnitzky
Gregory Stoupnitzky

/s/ Robert Gladstone
Robert Gladstone

/s/ Mauro Conijeski
Mauro Conijeski

/s/ Eileen Moore
Eileen Moore

/s/ Gleeson Cox
Gleeson Cox

/s/ Jillian Carter
Jillian Carter

Amy Kaufmann
Amy Kaufmann

I-BANKERS SECURITIES, INC.

By: /s/ Mike McCrory
Name: Mike McCrory
Title: Chief Executive Officer

DIRECTORS:

/s/ António Augusto Gutierrez Sá da Costa
António Augusto Gutierrez Sá da Costa

/s/ Rune Magnus Lundetrae
Rune Magnus Lundetrae

/s/ Alla Jezmir
Alla Jezmir

Exhibit 10.5

INDEMNIFICATION ESCROW AGREEMENT

This **INDEMNIFICATION ESCROW AGREEMENT** (this "Agreement") is made and entered into as of December 10, 2020 by and among Fusion Fuel Green PLC (formerly known as Fusion Fuel Green Limited and Dolya Holdco 3 Limited) ("Parent"), Fusion Welcome – Fuel, S.A. (the "Company"), Fusion Welcome, S.A. ("Company Shareholder Representative") as the representative of the Company Shareholders (as defined in the Business Combination Agreement), HL Acquisitions Corp. ("HL"), Jeffrey Schwarz ("HL Representative") as the representative of the former shareholders of HL, and Continental Stock Transfer & Trust Company (the "Escrow Agent"). Parent, the Company, the Company Shareholder Representative, HL, and the HL Representative are collectively referred to in this Agreement as the "Escrow Parties". The Escrow Parties and the Escrow Agent are collectively referred to in this Agreement as the "Parties" and each individually as a "Party".

RECITALS

A. WHEREAS, Parent, HL, the Company, the Company Shareholders, and the other parties thereto have entered into a Business Combination Agreement dated as of June 6, 2020, as amended and restated on August 25, 2020 (as may be further amended from time to time, the "Business Combination Agreement"), pursuant to which (i) Fusion Fuel Atlantic Limited, a British Virgin Islands business company and wholly owned subsidiary of Parent, will merge with and into HL with HL being the surviving entity of such merger (the "Merger") and becoming a wholly-owned subsidiary of Parent, followed immediately by (ii) the acquisition by Parent of all of the issued and outstanding shares of the Company (the "Share Exchange", and together with the Merger, the "Transactions").

B. WHEREAS, upon consummation of the Share Exchange, each Company Shareholder will receive its pro rata portion of an aggregate of 2,125,000 Class B ordinary shares of Parent ("Parent Class B Ordinary Shares") and warrants to purchase an aggregate of 2,125,000 Class A ordinary shares of Parent ("Parent Class A Ordinary Shares"), and the Company Shareholders will be allotted the right to receive a portion of up to an aggregate of an additional 1,137,000 Parent Class A Ordinary Shares and warrants to purchase up to an aggregate of 1,137,000 Parent Class A Ordinary Shares upon the satisfaction of certain earnout targets.

C. WHEREAS, the Business Combination Agreement contemplates the execution and delivery of this Agreement and the deposit by Parent with the Escrow Agent of 212,500 Parent Class B Ordinary Shares (the "Escrow Shares"), allocated among the Company Shareholders in the same proportions as the total Company Consideration is allocated among them, to satisfy any Losses that are recoverable against the Company Shareholders pursuant to and in accordance with the Business Combination Agreement.

D. WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to such terms in the Business Combination Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Escrow Parties and Escrow Agent, intending to be legally bound, agree as follows:

Section 1. Escrow.

1.1 Appointment; Shares Placed in Escrow. The Escrow Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein. Simultaneously with the execution and delivery of this Agreement, Parent shall instruct the Escrow Agent to include an escrow legend and stop transfer order against the book entry positions representing the Escrow Shares, and to issue such restricted book entry positions in the name of the Company Shareholders and in the amounts as set forth on Exhibit A hereto, which, for the avoidance of doubt, have been calculated in the same proportions as the Parent Class B Ordinary Shares are allocated among the Company Shareholders, together with an assignment separate from each such certificate executed in blank by each such Company Shareholder, with medallion signature guarantees.

1.2 Escrow Account. The Escrow Agent will issue its written confirmation of the receipt of the Escrow Shares and, upon delivery, shall hold the Escrow Shares in an account established with the Escrow Agent, with a separate account for each Company Shareholder's portion of the Escrow Shares, subject to the terms of Section 3 below (collectively, the "Escrow Account").

1.3 Trust Fund. The Escrow Shares shall be held, by way of security, on bare trust and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Escrow Party or any of its respective affiliates. The Escrow Agent shall hold and safeguard the Escrow Shares until the Termination Date (as defined in Section 5) or earlier release in accordance with this Agreement.

1.4 Rights as Shareholders. Except as otherwise provided in this Agreement, the Company Shareholders shall retain all of their rights as shareholders of Parent with respect to the Escrow Shares while such remain in the Escrow Account, including, without limitation, the right of the Company Shareholders to vote their Parent Class B Ordinary Shares included in the Escrow Shares.

1.5 Dividends. All dividends payable in cash with respect to the Escrow Shares held in the Escrow Account shall be paid to the Company Shareholders in the same proportions as the Parent Class B Ordinary Shares are allocated among them, but all dividends payable in stock or other non-cash property ("Non-Cash Dividends") shall be delivered to the Escrow Agent to hold in accordance with the terms hereof. As used herein, the term "Escrow Fund" shall be deemed to include the Non-Cash Dividends distributed thereon, if any.

1.6 Transfers. The Company Shareholder Representative acknowledges on behalf of the Company Shareholders that the Escrow Shares are subject to lock-up provisions set forth in the Business Combination Agreement. In the event a Company Shareholder makes a transfer prior to the end of the lock-up period as set forth in the Business Combination Agreement with respect to his, her, or its Escrow Shares, the Company Shareholder Representative shall deliver to the Escrow Agent, on behalf of the transferring Company Shareholder, (i) an assignment separate from certificate executed by the transferring Company Shareholder, with medallion signature guaranty, evidencing the transfer of the Escrow Shares, (ii) an assignment separate from certificate executed in blank by the transferee with medallion signature guaranty, with respect to the transferred Escrow Shares and (iii) a written acknowledgement of the transferee that the transferred Escrow Shares are subject to this Agreement and, if applicable, the transfer has been duly stamped by the Irish Revenue Commissioners. Upon receipt of such documents, the Escrow Agent shall deliver to Parent's transfer agent the original certificate(s) representing the Escrow Shares which have been transferred, together with the executed assignment separate from certificate executed by the transferring Company Shareholder, and shall request that Parent issue new certificates representing the number of Escrow Shares, if any, that continue to be owned by the transferring Company Shareholder and the number of Escrow Shares owned by the transferee as the result of such transfer. The Escrow Agent shall place the new certificates representing the Escrow Shares owned by the transferee and by the transferring Company Shareholder into escrow and shall update Exhibit A hereto. Parent, the transferring Company Shareholder and the transferee shall cooperate in all respects with the Escrow Agent in documenting each such transfer and in effectuating the result intended to be accomplished thereby.

Section 2. Release of Escrow.

The Escrow Shares held pursuant to this Agreement are intended to provide an exclusive remedy in respect of indemnification claims brought pursuant to the Business Combination Agreement. The Parties shall act in accordance with, and the Escrow Agent shall hold as bare trustee, and release the Escrow Shares, as provided in, this Section 2.

2.1 Indemnification Related Claims.

(a) At any time and from time to time on or prior to the Escrow Termination Date, the HL Representative, acting on behalf of any HL Indemnitee, may make a claim for indemnification pursuant to and in accordance with Article XI of the Business Combination Agreement (a "Claim") by delivering to the Escrow Agent and Parent a Notice of Claim setting forth (i) the information required to be included in a Notice of Claim pursuant to the Business Combination Agreement and (ii) the estimated number of Escrow Shares to be forfeited and cancelled in satisfaction of the Claim.

(b) If the Escrow Agent has not received a written objection to such Claim or portion thereof or the amount of such Claim from Parent within twenty (20) calendar days following the Escrow Agent's and Parent's receipt of the Notice of Claim, the HL Representative shall promptly calculate the Fair Market Value (as defined below) of the Escrow Shares to be reviewed and confirmed by Parent, and Parent and the HL Representative shall deliver a joint instruction ("Forfeiture Instruction") to the Escrow Agent to release for forfeiture and cancellation such number of Escrow Shares equal to the *quotient* of (i) the amount of Loss as set forth in the Notice of Claim *divided by* (ii) the Fair Market Value. Upon the Escrow Agent's receipt of the Forfeiture Instruction, the Escrow Agent shall release for forfeiture and cancellation the number of Escrow Shares as set forth in the Forfeiture Instruction from the accounts maintained on behalf of each Company Shareholder in the same proportion that the total Company Consideration is allocated among them. In no event shall the Escrow Agent be required to calculate Fair Market Value or make a determination of the number of Escrow Shares to be forfeited and cancelled in satisfaction of any Claim in the aggregate or from the account maintained on behalf of any particular Company Shareholder. The Escrow Parties agree that the foregoing right to satisfy Claims by the cancellation and forfeiture of any Escrow Shares may be made notwithstanding any other agreements restricting or limiting the ability of any Company Shareholder to sell or transfer any Escrow Shares of Parent or otherwise.

(c) If Parent in good faith delivers to the Escrow Agent and HL Representative a written objection (a "Dispute Notice") to any Claim or portion thereof or to the amount of such Claim within twenty (20) calendar days following both the Escrow Agent's and Parent's receipt of the Notice of Claim, then the Escrow Agent shall not release any of the Escrow Shares that are the subject of the Dispute Notice until the Escrow Agent receives either (i) a Forfeiture Instruction signed by Parent and the HL Representative authorizing the release of such number of Escrow Shares for cancellation and forfeiture in satisfaction of the Claim or (ii) a Final Determination directing the release for cancellation and forfeiture of such number of Escrow Shares as set forth in the Final Determination or, if the Final Determination determines the dollar value of the Claim but does not calculate the number of Escrow Shares to be forfeited and cancelled, in a Forfeiture Instruction delivered by the HL Representative and Parent together with the Final Determination. Notwithstanding the foregoing, if Parent objects only in part to the amount of the Claim, then after the lapse of the aforementioned twenty (20) calendar day period the HL Representative and Parent shall submit a Forfeiture Instruction to the Escrow Agent setting forth the portion of the Claim not objected to by Parent, pursuant to Section 2.1(b). Upon receipt of a Final Determination and/or Forfeiture Instruction, as the case may be, the Escrow Agent shall release such number of Escrow Shares in the Escrow Account in accordance with such Final Determination and/or Forfeiture Instruction.

(d) Notwithstanding anything to the contrary herein, no Claim shall be payable unless and until the aggregate amount of indemnifiable Losses exceeds €750,000 ("Threshold"), in which case all Losses that exceed the Threshold shall be indemnifiable.

2.2 Release of Remaining Escrow.

(a) On the tenth (10th) Business Day after Parent files its annual report for the year ending December 31, 2021 ("Escrow Termination Date"), the Escrow Agent shall release the Escrow Shares remaining in the Escrow Account, less such number of Escrow Shares representing the value of any Unresolved Claims (defined below), to the Company Shareholders in accordance with Joint Release Instructions specifying the number of Escrow Shares to be distributed to each Company Shareholder (or transferee pursuant to Section 1.6 hereof).

(b) Unresolved Claims for which Parent has objected in accordance with Section 2.1 shall be administered in accordance with Section 2.1(c).

(c) Upon the expiration of the twenty (20) calendar day objection period for any Unresolved Claims for which no Dispute Notice has been delivered, Parent and the HL Representative shall submit a Forfeiture Instruction to the Escrow Agent setting forth the portion of the Claim not objected to by Parent, and the Escrow Agent shall release such number of Escrow Shares for forfeiture and cancellation as set forth in the Forfeiture Instruction, pursuant to Section 2.1(b).

(d) After the resolution of each Unresolved Claim, any remaining portion of the Escrow Account not released for cancellation and forfeiture and not subject to other Unresolved Claims shall be released promptly thereafter by the Escrow Agent to the Company Shareholders in accordance with a Joint Release Instruction.

2.3 Court Order. Notwithstanding any other provision in this Agreement to the contrary, the Escrow Agent shall release the Escrow Account (or any portion thereof) in accordance with a notice from either Parent or the HL Representative of a Final Determination, along with a copy of the order, pursuant to which such court has determined whether and to what extent either the Escrow Shares shall be forfeited and cancelled or the Company Shareholders are entitled to the Escrow Shares, as applicable. If the Final Determination determines the dollar value of the Claim but does not calculate the number of Escrow Shares to be forfeited and cancelled, Parent and the HL Representative shall deliver a Forfeiture Instruction together with the Final Determination showing the number of Escrow Shares to be forfeited and cancelled from the accounts maintained on behalf of each Company Shareholder.

2.4 Claims in Excess of Escrow. If at any time during the term of this Agreement the number of Escrow Shares required to be released for cancellation and forfeiture pursuant to Section 2.1 exceeds the number of Escrow Shares remaining in the Escrow Account, the Escrow Agent shall release the entire Escrow Account for cancellation and forfeiture and the rights of the HL Indemnitees to indemnification under Article XI the Business Combination Agreement shall be satisfied in full and extinguished.

2.5 Call Back Authorized Individuals. In the event a Joint Release Instruction is delivered to the Escrow Agent, whether by e-mail, facsimile, mail, courier or otherwise, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the person or persons designated in Exhibits B-1 and/or B-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To ensure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing actually received and acknowledged by the Escrow Agent.

2.6 Certain Definitions.

(a) "Business Day" means any day that is not a Saturday, a Sunday, or other day on which commercial banks located in New York, New York or Dublin, Ireland are obligated or authorized by applicable law to remain closed for business.

(b) "Fair Market Value" of the Escrow Shares means a price per share equal to the five-day trailing average of the mean of the high and low trading prices of Parent Class A Ordinary Shares on the Nasdaq Capital Market as of the five trading days immediately preceding the satisfaction of such Losses.

(c) "Final Determination" means a final non-appealable order of any court of competent jurisdiction which may be issued in respect of a Claim, together with (i) a certificate of the prevailing Escrow Party(ies) to the effect that such judgment is final and non-appealable and from a court of competent jurisdiction having proper authority and (ii) the written instructions of the prevailing Escrow Party(ies), provided that if the Final Determination directs the forfeiture and cancellation of Escrow Shares, Parent shall countersign the written instructions to confirm that the number of Escrow Shares to be forfeited and cancelled from each Company Shareholder's account has been verified by Parent.

(d) "Joint Release Instruction" means a joint written instruction of Parent and HL Representative, which is executed by Parent and HL Representative, to the Escrow Agent directing the Escrow Agent to release all or a portion of the Escrow Account, as applicable.

(e) "Person" means any individual, general or limited partnership, firm, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or other entity, including a Governmental Authority or any department, agency, or political subdivision thereof.

(f) "Unresolved Claims" means, as of the Escrow Termination Date, the aggregate dollar amount of all Claims that are the subject of a Dispute Notice that have not previously been resolved or satisfied in accordance herewith, or were otherwise properly and timely asserted under this Agreement but unsatisfied as of the Escrow Termination Date, including any Claims for which a Notice of Claim has been delivered but for which the twenty (20) calendar day objection period has not expired as of the Escrow Termination Date.

Section 3. Fees and Expenses.

The Escrow Agent shall be entitled to receive, from time to time, fees in accordance with Schedule 1. In accordance with Schedule 1, the Escrow Agent will also be entitled to reimbursement for reasonable and documented out-of-pocket expenses incurred by the Escrow Agent in the performance of its duties hereunder and the execution and delivery of this Agreement. All fees owed to the Escrow Agent pursuant to this Agreement shall be paid for by the Parent.

Section 4. Limitation of Escrow Agent's Liability.

4.1 Duties and Limitation of Liability. The Escrow Agent undertakes to perform such duties as are specifically set forth in this Agreement only and shall have no duty under any other agreement or document, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall incur no liability with respect to any action taken by it or for any inaction on its part in reliance upon any notice, direction, instruction, consent, statement or other document believed by it in good faith to be genuine and duly authorized, nor for any other action or inaction except for its own gross negligence or willful misconduct. In all questions arising under this Agreement and/or its interpretation hereof in conjunction with the Business Combination Agreement, the Escrow Agent may rely on the advice of counsel, and for anything done, omitted or suffered in good faith by the Escrow Agent based upon such advice the Escrow Agent shall not be liable to anyone. In no event shall the Escrow Agent be liable for incidental, punitive or consequential damages.

4.2 Indemnity. Parent will indemnify the Escrow Agent and its officers, directors, employees and agents for, and hold it and them harmless against, any loss, liability or expense (including attorney fees) incurred by the Escrow Agent without gross negligence or willful misconduct on the part of the Escrow Agent (or its officers, directors, employees or agents), arising out of or in connection with the Escrow Agent's carrying out its duties hereunder excluding any tax imposed on or calculated by reference to the net income received or receivable by the Escrow Agent. This right of indemnification shall survive the termination of this Agreement and the resignation of the Escrow Agent.

Section 5. Termination.

This Agreement shall terminate upon the release by the Escrow Agent of all of the Escrow Shares held in the Escrow Account in accordance with Section 2.

Section 6. Successor Escrow Agent.

In the event the Escrow Agent becomes unavailable or unwilling to continue as escrow agent under this Agreement, the Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving its written resignation to the Escrow Parties. In such event, the Escrow Parties may, by mutual agreement, appoint a successor Escrow Agent. If the Escrow Parties fail to appoint a successor Escrow Agent within thirty (30) calendar days after receiving the Escrow Agent's written resignation, the Escrow Agent shall have the right to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The Escrow Agent's resignation will take effect upon the appointment of a successor Escrow Agent. The successor Escrow Agent shall execute and deliver to the Escrow Agent an instrument accepting such appointment, and the successor Escrow Agent shall, without further action, be vested with all the estates, property rights, powers and duties of the predecessor Escrow Agent as if originally named as Escrow Agent herein. The Escrow Agent shall act in accordance with written instructions from the Escrow Parties as to the deposit of the Escrow Shares in the Escrow Account with a successor Escrow Agent.

Section 7. Miscellaneous.

7.1 Attorneys' Fees. In any action at law or suit in equity to enforce or interpret this Agreement or the rights of any of the Escrow Parties or Escrow Agent hereunder (including disputes relating to claims for releases from the Escrow Account), the prevailing Party in such action or suit shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in connection with such action or suit. Notwithstanding the foregoing, neither the HL Representative nor the Company Shareholder Representative shall have any personal responsibility for any such costs and expenses incurred by him or it in such representative capacity. The HL Representative and/or the Company Shareholder Representative may make a claim against the Escrow Account for any costs and expenses incurred by him or it, as applicable.

7.2 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

if to HL or the HL Representative, to:

HL Acquisitions Corp.
499 Park Avenue, 12th Floor
New York, NY 10022
Attention: Jeffrey E. Schwarz
E-mail: jschwarz@metrocap.net

with a copy to:

Graubard Miller
The Chrysler Building
405 Lexington Avenue, 11th Floor
New York, New York 10174
Attention: David Alan Miller / Jeffrey M. Gallant
E-mail: dmiller@graubard.com / jgallant@graubard.com

if to Parent, the Company, or the Company Shareholder Representative to:

Fusion Welcome – Fuel, S.A.
Ex-Siemens Facilities
Rua da Fabrica, S/N, Sabugo
2715-376, Almargem do Bispo
Portugal
Attention: Frederico Figueira de Chaves
Email: frederico@keyfh.com

with a copy to:

Feinberg Hanson LLP
855 Boylston Street, 8th Floor
Boston, Massachusetts 02116
Attention: David H. Feinberg, Esq.
Email: dfeinberg@feinberghanson.com

If to Escrow Agent:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attention: Account Administration
Telephone: (212)845-4000
Facsimile: (212) 509-5150
E-mail: accountadmin@continentalstock.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth. Notwithstanding the foregoing, notices addressed to the Escrow Agent shall be effective only upon receipt. If any notice or other document is required to be delivered to the Escrow Agent and any other Person, the Escrow Agent may assume without inquiry that notice or other document was received by such other Person on the date on which it was received by the Escrow Agent.

7.3 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7.4 Counterparts. This Agreement may be executed in one or more counterparts (including by means of electronic mail or facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile and pdf signatures shall be treated as original signatures for all purposes hereunder.

7.5 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the transactions contemplated hereby, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic Laws of the State of New York.

7.6 Waiver of Jury Trial. EACH ESCROW PARTY AND THE ESCROW AGENT WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. EACH ESCROW PARTY AND THE ESCROW AGENT AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH ESCROW PARTY AND THE ESCROW AGENT FURTHER AGREES THAT ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

7.7 Succession and Assignment. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto and each of their respective permitted successors and assigns, if any.

7.8 Amendments and Waivers. Except for amendments to Exhibit A by the Escrow Agent in accordance with Section 1.6 of this Agreement, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Escrow Agent and each Escrow Party. No waiver by any Party hereto of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.10 No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

7.11 Entire Agreement. This Agreement and the Business Combination Agreement set forth the entire agreement among the Parties hereto relating to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. In the event of a conflict between this Agreement and the Business Combination Agreement, the Business Combination Agreement shall govern.

7.12 Cooperation. The Escrow Parties shall cooperate fully with each other and the Escrow Agent and to execute and deliver such further documents, certificates, agreements, stock powers and instruments and to take such other actions as may be reasonably requested by an Escrow Party or the Escrow Agent to evidence or reflect the transactions contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

7.13 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neutral genders; the feminine gender shall include the masculine and neutral genders; and the neutral gender shall include masculine and feminine genders.

(b) The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections” and “Schedules” are intended to refer to Sections of this Agreement and Schedules to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed as of the day and year first above written.

PARENT:
FUSION FUEL GREEN PLC

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

COMPANY:
FUSION WELCOME – FUEL, S.A.

By: /s/ Frederico Figueira de Chaves
Name: Frederico Figueira de Chaves
Title: Director

COMPANY SHAREHOLDER REPRESENTATIVE:
FUSION WELCOME, S.A.

By: /s/ João Teixeira Wahnon
Name: João Teixeira Wahnon
Title: Director

HL:
HL ACQUISITIONS CORP.

By: /s/ Jeffrey E. Schwarz
Name: Jeffrey E. Schwarz
Title: Chief Executive Officer

HL REPRESENTATIVE:

/s/ Jeffrey E. Schwarz
Name: Jeffrey E. Schwarz

ESCROW AGENT:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

STOCK ESCROW FEE SCHEDULE

Continental Stock Transfer & Trust ("CSST") will act as stock escrow agent as follows:

CSST will hold the shares (either via certificate or book entry) for the term of the escrow specified in the Escrow Agreement.

Fees:

Review, execution and set up of the escrow and related required documents – one time fee	**$**	**1,500**
Annual fee to act as Escrow Agent (payable up front)	**$**	**2,500**

Additional services that may arise during the escrow term, such as voting or distributions will be billed upon appraisal of the service. Out-of-pocket charges will be billed at cost.

Exhibit A

Company Shareholder	Escrow Shares
Fusion Welcome, S.A.	159,374
Falcfive, LDA	8,075
Numberbubble, S.A.	8,075
Magno Efeito, S.A.	16,363
Key Family Holding Investimentos e Consultoria de Gestão, LDA	20,613
TOTAL	212,500

Exhibit 15.5

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Introduction

Fusion Fuel Green PLC (or the "Parent")'s unaudited pro forma condensed combined financial information is being presented for informational purposes only and is not necessarily indicative of what the Company's actual financial position or results of operations would have been had the Transactions been completed as of the dates indicated. In addition, the unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of the Company. The unaudited pro forma adjustments are based on information currently available. The assumptions and estimates underlying the unaudited pro forma adjustments are described in the accompanying notes. **Actual results may differ materially from the assumptions used to present the unaudited pro forma condensed combined financial information. Management of the Parent has made significant estimates and assumptions in the determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.** As a result, this unaudited pro forma condensed combined financial information should be read in conjunction with the financial information incorporated by reference into this Shell Company Report.

The unaudited pro forma condensed combined balance sheet and the unaudited pro forma condensed combined statement of profit and loss combine the financial statements of Parent with the financial statements of HL and with the financial statements of Fusion Fuel. The unaudited pro forma condensed combined balance sheet gives pro forma effect to the Transactions as if they had been consummated as of the balance sheet date. The unaudited pro forma combined statements of profit and loss give pro forma effect to the Transactions as if they had occurred at the earliest of the period presented.

The unaudited pro forma condensed combined balance sheet has been prepared using the following:

- Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020.
- HL's audited financial statements for the year ended June 30, 2020.
- Fusion Fuel's unaudited interim financial statements for the six months ended June 30, 2020.

The unaudited pro forma condensed combined statement of profit and loss has been prepared using the following:

- Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020.
- HL's audited financial statements for the year ended June 30, 2019, unaudited interim financial statements for the nine months ended March 31, 2019, unaudited interim financial statements for the six months ended December 31, 2019, audited financial statements for the year ended June 30, 2020.
- Fusion Fuel's audited financial statements for the year ended December 31, 2019 and unaudited interim financial statements for the six months ended June 30, 2020

Further, the financial statements of HL are presented in USD and for pro forma purposes, have been converted to EUR by using an USD/EUR exchange rate of 0.8900 for the balance sheet, and an USD/EUR exchange rate of 0.9070 and 0.8930 for profit and loss for the six months ended June 30, 2020 and twelve months ended December 31, 2019, respectively.

Accounting for the Transactions

The financial statements of HL were prepared in accordance with U.S. GAAP. The financial statements of Fusion Fuel were prepared in accordance with IFRS. Following the Transactions, Parent will qualify as a Foreign Private Issuer and will prepare its financial statements in accordance with IFRS. Accordingly, the unaudited pro forma condensed combined financial information has been prepared in accordance with IFRS.

The Transactions will be accounted for as a continuation of Fusion Fuel in accordance with IFRS. Under this method of accounting, while Parent is the legal acquirer of both HL and Fusion Fuel, Fusion Fuel has been identified as the accounting acquirer of HL for accounting purposes. This determination was primarily based on the expectation that the business of Fusion Fuel will comprise the ongoing operations of the combined entity, that the Class B Ordinary Shares to be owned by Fusion Fuel shareholders will have protective provisions, that persons designated by Fusion Fuel will comprise a majority of the governing body of the combined company, and that Fusion Fuel's senior management will comprise the majority of the senior management of the combined company. As HL does not meet the definition of a business as defined in IFRS 3 – Business Combinations ("IFRS 3"), the Transactions are not within the scope of IFRS 3 and are accounted as a share-based payment transaction in accordance with IFRS 2 – Share-based Payments ("IFRS 2"). Accordingly, for accounting purposes, the Transactions will be treated as the equivalent of Fusion Fuel issuing equity instruments for the net assets of the Parent. The net assets of Parent will be stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Transactions will be deemed to be those of Fusion Fuel.

Basis of Pro Forma Presentation

The IFRS and pro forma adjustments represent HL management's estimates based on information available as of the date of this Shell Company Report and are subject to change as additional information becomes available and additional analyses are performed. Management considers this basis of presentation to be reasonable under the circumstances.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Transactions closed on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the Parent. They should be read in conjunction with the financial statements and notes thereto of each of Parent, HL and Fusion Fuel incorporated by reference into this Shell Company Report.

One-time direct and incremental transaction costs anticipated to be incurred prior to, or concurrent with, the consummation of the Transactions are reflected in the unaudited pro forma condensed combined balance sheet as a direct reduction in equity and are assumed to be cash settled.

Unaudited Pro Forma Condensed Combined Balance sheet
June 30, 2020

(all amounts in EUR)	(a) Parent June 30, 2020	(b) HL June 30, 2020	(c) Fusion Fuel June 30, 2020	Pro Forma Adjustments	Pro Forma
Assets					
Non-current assets	**€ -**	**€ -**	**€ 24,788**	**€ 1,900,000**(i)	**€ 1,924,788**
Cash and cash deposits	16,915	95,820	377	47,933,850(d)	60,719,147
				21,509,455(e1)	
				(6,937,270)(h)	
				(1,900,000)(i)	
Prepaid expenses and other current assets	-	56,292	28,380	-	84,672
Marketable securities held in Trust Account	-	47,933,850	-	(47,993,850)(d)	-
Total assets	**€ 16,915**	**€ 48,085,962**	**€ 53,545**	**€ 14,572,185**	**€ 62,728,607**
Liabilities and shareholders' equity					
Other liabilities	€ 18,622	€ 1,828,528	€ 223,812	€ (444,998)(e2)	€ 414,489
				(1,211,475)(h)	
Long term Liabilities	-	41,807,447	-	(41,807,447)(f)	-
Total Liabilities	18,622	43,635,975	223,812	(43,463,920)	414,489
Shareholders' equity					
Ordinary shares	1	3,899,672	50,000	218(e1)	1,033
				(3,948,858)(g)	
Other equity – in total	(1,708)	550,314	(220,267)	21,509,237(e1)	62,313,085
				444,998(e2)	
				41,807,447(f)	
				3,948,858(g)	
				(5,725,796)(h)	
Total Shareholders' equity	(1,707)	4,449,987	(170,267)	58,036,105	62,314,118
Total liabilities and Shareholders' equity	**€ 16,915**	**€ 48,085,962**	**€ 53,545**	**€ 14,572,185**	**€ 62,728,607**

Pro Forma Adjustments and Assumptions to the Unaudited Condensed Combined Balance Sheet

(a) Derived from Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020, which have been prepared in accordance with IFRS.

(b) Derived from HL's audited financial statements for the year ended June 30, 2020 which has been prepared in accordance with U.S. GAAP, and presented in USD and converted to EUR by using an USD/EUR exchange rate of 0.8900 for pro forma purposes, and as adjusted for the reclassification of HL's ordinary shares subject to redemption as long term liabilities under IFRS due to the nature of the ordinary shares subject to redemption. No further IFRS adjustments have been identified by management for pro forma purposes.

(c) Derived from Fusion Fuel's unaudited interim financial statements for the six months ended June 30, 2020 which has been prepared in accordance with IFRS.

(d) Represents the release of cash from marketable securities held in the trust account.

(e1) Represents the effects of the PIPE Investment, raising net proceeds of €21,509,455 (gross proceeds of €22,350,036 net of estimated transaction costs of €840,580 assumed being settled in cash) corresponding to the issuance of 2,450,000 ordinary shares at a price per share of €9.12 (or $10.25 based on a EUR/USD exchange rate of 0.8900 for pro forma purposes).

(e2) Represents the conversion of 500,000 HL's outstanding promissory notes that could be converted, presented as Other liabilities, into warrants with €444,998 (or $500,000 based on a EUR/USD exchange rate of 0.8900 for pro forma purposes).

(f) Represents the reclassification of the redeemable shares.

(g) Represents the effects of the recapitalization where Fusion Fuel is the accounting acquirer, and the elimination of historical Other equity – in total of the Parent and HL. The adjustment in Other equity – in total includes the difference of approximately €11,800,000 between the net assets contributed and the shares, warrants and rights issued in Parent as reduction in retained earnings with a corresponding adjustment in other equity, where both retained earnings and other equity are presented within Other equity – in total in accordance with IFRS 2. The adjustment reflects the number of shares outstanding related to existing shareholders and Fusion Fuel shareholders.

(h) Represents cash disbursement to settle both the estimated transactions costs incurred in connection with the Transactions with €6,937,270 (or $7,794,717 based on a EUR/USD exchange rate of 0.8900 for pro forma purposes) and the remaining outstanding promissory notes with €1,211,475 (or $1,361,213 based on a EUR/USD exchange rate of 0.8900 for pro forma purposes) presented as Other liabilities, that are payable upon the consummation of the Business Combination.

(i) Represents the acquisition of the intellectual property from MagP Inovação, triggered by the business combination and assumed settled in cash at June 30, 2020.

Unaudited Pro Forma Condensed Combined Statement of Profit and Loss
Six Months ended June 30, 2020

(all amounts in EUR)	(a) Parent From April 3, 2020 to June 30, 2020	(b) HL 6 Months ended June 30, 2020	(c) Fusion Fuel 6 Months ended June 30, 2020	Pro Forma Adjustments	Pro Forma
Operating costs	€ 1,708	€ 524,973	€ 220,163	€ -	€ 745,136
Interest income on marketable securities held in Trust Account		244,967	-	(244,967)(d)	-
Unrealized gain on marketable securities held in Trust Account		(11,296)	-	11,296(e)	-
Net income / (loss)	**€ (1,708)**	**€ (291,302)**	**€ (220,163)**	**€ (233,671)**	**€ (745,136)**
Net income / (loss) per share – Basic and diluted	€ (1,708)	€ (0.24)	€ (5.25)		€ (0.06)(f)
Weighted average shares outstanding – Basic and diluted	1	2,012,053	41,929	9,557,268(g)	11,611,251(g)

Pro Forma Adjustments and Assumptions to the Unaudited Condensed Combined Statement of Profit and Loss

(a) Derived from Parent's audited financial statements for the period from inception date April 3, 2020 to June 30, 2020, which have been prepared in accordance with IFRS.

(b) Derived from HL's audited financial statements for the year ended June 30, 2020 and HL's unaudited interim financial statements for the six months ended December 31, 2019 and presented in USD, and converted to EUR by using an USD/EUR exchange rate of 0.9070 for pro forma purposes. Those financial statements have been prepared in accordance with U.S. GAAP. Management has assessed that, for pro forma purposes, there were no adjustments necessary in order for the HL's historical financial information to be presented in accordance with IFRS.

(c) Derived from Fusion Fuel's unaudited interim financial statements for the six months ended June 30, 2020, which have been prepared in accordance with IFRS.

(d) Represents the elimination of interest income earned on marketable securities held in HL's trust account.

(e) Represents the elimination of unrealized gain on marketable securities held in HL's trust account.

(f) Represents the basic and diluted loss per share resulting the pro forma adjustments.

(g) Represents the basic and diluted weighted average shares outstanding as a result of the pro forma adjustments. Refer to the table below for a reconciliation of the pro forma adjustments for the weighted average shares outstanding.

Amounts in EUR		**Pro forma**
Numerator		
Net loss	€	(745,136)
Denominator		
Existing shareholders (1)		*7,036,251*
Fusion Fuel shareholders (2)		*2,125,000*
PIPE Investors (3)		*2,450,000*
Basic and diluted weighted average shares outstanding (4)		***11,611,251(g)***
Loss per share		
Basic and diluted	€	(0.06(f))

(1) Consists of (i) 5,098,016 HL ordinary shares held by HL public shareholders, (ii) an additional 550,000 HL ordinary shares related to the conversion of the 5,500,000 HL rights into 0.1 ordinary share each, (iii) 1,375,000 HL ordinary shares held by the initial shareholders, (iv) 88,235 underwriters shares plus an additional 50,000 shares issued to the underwriters upon the exchange of the Unit Purchase Options for 50,000 HL ordinary shares, and (v) cancellation of 125,000 HL ordinary shares pursuant to the Sponsor Agreement. Upon the consummation of the Transactions, those shares have been converted into Parent Class A Ordinary Shares.

(2) Corresponds to the number of Parent Class B Ordinary Shares issued to the shareholders of Fusion Fuel.

(3) Corresponds to the number of Parent Class A Ordinary Shares following the effects of the PIPE.

(4) Also excluded for the determination of basic and diluted weighted average shares are the outstanding HL warrants which entitle the holders to purchase an aggregate of 7,750,000 Parent Class A Ordinary shares, the additional HL warrants to purchase 500,000 Parent Class A Ordinary Shares following the conversion of HL's promissory notes that could be converted, the warrants of Parent issued to the shareholders of Fusion Fuel following the consummation of the Transactions, tthe contingent consideration of up to 1,137,000 Class A Ordinary shares and 1,137,000 Warrants because the inclusion of these securities would be anti-dilutive.

Unaudited Pro Forma Condensed Combined Statement of Profit and Loss
Twelve Months ended December 31, 2019

(all amounts in EUR)	(a) HL 12 Months ended December 31, 2019	(b) Fusion Fuel 12 Months ended December 31, 2019	Pro Forma Adjustments	Pro Forma
Operating costs	€ 611,910	€ 2,005	€ -	€ 613,915
Interest income on marketable securities held in Trust Account	1,113,083	-	(1,113,083)(c)	-
Unrealized gain on marketable securities held in Trust Account	6,042	-	(6,042)(d)	-
Interest costs	-	99	-	99
Net income / (loss)	€ 507,216	€ (2,104)	€ (1,119,125)	€ (614,014)
Net income / (loss) per share - Basic and diluted	€ (0.26)	€ (2,104)		€ (0.05)(e)
Weighted average shares outstanding, - Basic and diluted	1,943,152	1	10,070,082(f)	12,013,235(f)

Pro Forma Adjustments and Assumptions to the Unaudited Condensed Combined Statement of Profit and Loss

(a) Derived from HL's audited financial statements for the year ended June 30, 2019 and HL's unaudited interim financial statements for the nine months ended March 31, 2019 and six months ended December 31, 2019 which are presented in USD, and converted to EUR by using an USD/EUR exchange rate of 0.8930 for pro forma purposes. Those financial statements have been prepared in accordance with U.S. GAAP. Management has assessed that, for pro forma purposes, there were no adjustments necessary in order for the HL's historical financial information to be presented in accordance with IFRS.

(b) Derived from Fusion Fuel's audited interim financial statements for the twelve months ended December 31, 2019, which have been prepared in accordance with IFRS.

(c) Represents the elimination of interest income earned on marketable securities held in HL's trust account.

(d) Represents the elimination of unrealized gain on marketable securities held in HL's trust account.

(e) Represents the basic and diluted loss per share resulting from the pro forma adjustments.

(f) Represents the basic and diluted weighted average shares outstanding as a result of the pro forma adjustments. Refer to the table below for a reconciliation of the pro forma adjustments for the weighted average shares outstanding.

Amounts in EUR	**Pro forma**
Numerator	
Net loss	(614,014)
Denominator	
Existing shareholders (1)	*7,438,235*
Fusion Fuel shareholders (2)	*2,125,000*
PIPE Investors (3)	*2,450,000*
Basic and diluted weighted average shares outstanding (4)	***12,013,235(f)***
Loss per share	
Basic	(0.05(e))

(1) Consists of (i) 5,500,000 HL ordinary shares held by HL public shareholders, (ii) an additional 550,000 HL ordinary shares related to the conversion of the 5,500,000 HL rights into 0.1 ordinary share each, (iii) 1,375,000 HL ordinary shares held by the initial shareholders, (iv) 88,235 underwriters shares plus an additional 50,000 shares issued to the underwriters upon the exchange of the Unit Purchase Options for 50,000 HL ordinary shares, and (v) cancellation of 125,000 HL ordinary shares pursuant to the Sponsor Agreement. Upon the consummation of the Transactions, those shares have been converted into Parent Class A Ordinary Shares.

(2) Corresponds to the number of Parent Class B Ordinary Shares issued to the shareholders of Fusion Fuel. The warrants of Parent to be issued to the shareholders of Fusion Fuel following the consummation of the Transactions are excluded from the determination of weighted average shares because the inclusion of these securities would be anti-dilutive.

(3) Corresponds to the number of Parent Class A Ordinary Shares following the effects of the PIPE.

(4) Also excluded for the determination of basic and diluted weighted average shares are the outstanding HL warrants which entitle the holders to purchase an aggregate of 7,750,000 Parent Class A Ordinary shares, the additional HL warrants to purchase 500,000 Parent Class A Ordinary Shares following the conversion of HL's promissory notes that could be converted, the warrants of Parent issued to the shareholders of Fusion Fuel following the consummation of the Transactions, the contingent consideration of up to 1,137,000 Class A Ordinary shares and 1,137,000 Warrants because the inclusion of these securities would be anti-dilutive.

Exhibit 15.6

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Shell Company Report of Fusion Fuel Green PLC on Form 20-F of our report dated August 12, 2020, which includes an explanatory paragraph as to Fusion Fuel Green Limited's ability to continue as a going concern, with respect to our audit of the financial statements of Fusion Fuel Green PLC as of June 30, 2020 and for the period from April 3, 2020 (inception) through June 30, 2020 and our report dated August 12, 2020, which includes an explanatory paragraph as to Fusion Welcome – Fuel, S.A.'s ability to continue as a going concern, with respect to our audit of the consolidated financial statements of Fusion Welcome Fuel, S.A. as of December 31, 2019 and 2018 and for the year ended December 31, 2019 and the period from July 26, 2018 (inception) to December 31, 2018, appearing in the Registration Statement on Form F-4 [File No. 333-245052] of Fusion Fuel Green PLC. We also consent to the reference to our Firm under the heading "Statement of Experts" in this Shell Company Report.

/s/ Marcum LLP

Marcum LLP
Houston, Texas
December 16, 2020

Exhibit 15.7

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Shell Company Report of Fusion Fuel Green PLC on Form 20-F of our report dated September 10, 2020, which includes an explanatory paragraph as to HL Acquisitions Corp.'s ability to continue as a going concern, with respect to our audits of the financial statements of HL Acquisition Corp. as of June 30, 2020 and 2019 and for the years then ended, appearing in the Registration Statement on Form F-4 [File No. 333-245052] of Fusion Fuel Green PLC. We also consent to the reference to our Firm under the heading "Statement of Experts" in this Shell Company Report.

/s/ Marcum LLP

Marcum LLP
Houston, Texas
December 16, 2020

Exhibit 21.1

List of Subsidiaries

Company	Jurisdiction of Formation
Fusion Welcome – Fuel S.A.	Portugal
Fusion Cell Évora, Unipessoal LDA	Portugal
Fusion Cell Évora I, Unipessoal LDA	Portugal
HL Acquisitions Corp.*	British Virgin Islands

* This entity is in the process of being liquidated and dissolved.