

## **IC COMPANYS A/S**

### **ARTICLES OF ASSOCIATION**

#### **NAME, REGISTERED OFFICE AND OBJECTS**

##### **Article 1**

The name of the Company is IC Companys A/S.

The Company also carries on business under the secondary names of InWear Group A/S and Carli Gry International A/S.

##### **Article 2**

The registered office of the Company is in the Municipality of Copenhagen.

##### **Article 3**

The objects of the Company are to carry on trade and related activities in clothing and activities derived therefrom.

#### **CAPITAL, SHARES AND LISTING OF SHARES**

##### **Article 4**

The Company's share capital is DKK 188,534,560 divided into shares of DKK 10 each or multiples thereof.

The share capital is fully paid up.

##### **Article 5**

The Company's shares shall be registered in the name of the holder in the Company's Register of Shareholders.

The Company's shares shall be freely transferable, negotiable instruments.

The Board of Directors shall ensure that a Register of Shareholders is kept, which contains a list of all shares in the Company. As resolved by the Board of Directors, the Company's Register of Shareholders may be kept either by the Company or by a registrar outside the Company to be designated by the Board of Directors. The Company's register of Shareholders is kept by Danske Bank, Holmens Kanal 2-12, 1092 København K.

No shareholder shall be obliged to let his shares be redeemed in full or in part.

No shares shall carry any special rights.

### **Article 6**

The Board of Directors shall be authorised to increase the share capital by up to DKK 15,000,000 nominal value in one or more tranches. The Board of Directors may determine to disapply the preemption rights of the existing shareholders in full or in part, including that the new shares shall be applied as consideration in connection with the Company's acquisition of an existing operation. The subscription price shall be determined by the Board of Directors.

In addition, the Board of Directors shall be authorised to increase the share capital by issuing new shares up to a total of DKK 4,000,000 nominal value in one or more tranches without preemption rights to existing shareholders in connection with an offer of new shares to the employees of the Company and its subsidiaries. The subscription price shall be determined by the Board of Directors and may be at a discount to the market price. – The Board of Directors has in April 2005 used DKK 1.633.120 nominal value of its authorisation of which DKK 2.366.880 remains.

The authorities to the Board of Directors shall be valid until 31 October 2008. New shares issued under the authority to the Board of Directors shall be registered in the name of the holder. The shares shall be freely transferable, negotiable instruments, and no shareholder shall be under an obligation to let his shares be redeemed in full or in part. No shares shall carry any special rights.

Shareholder rights in respect of the new shares shall take effect when the shares are fully paid up.

In other respects, the Board of Directors shall determine the specific terms and conditions for the capital increase that may be effected in accordance with the above authorities.

### **Article 6A**

The Board of Directors shall be authorised, until 31 October 2008, to make one or more issues of warrants up to a total of DKK 5,000,000 nominal value to the Executive Board and management employees of the Company and its subsidiaries. On 15 April 2005, the Board of Directors exercised DKK 3,650,000 nominal value of the authority, cf. Schedule 5 of these Articles of Association, and DKK 1,350,000 nominal value therefore remains.

The existing shareholders of the Company shall have no rights of preemption in respect of the warrants comprised by this authority. The warrants shall entitle the holders to subscribe for shares at a price to be determined as the average market price (based on "All trades" in the official price list) over the past five business days prior to the decision by the Board of Directors to issue warrants, provided that the minimum subscription price shall be the market price on the date on which the Board of Directors makes its decision. The warrants will be issued free of charge. The Board of Directors shall determine the specific terms and conditions of the warrants issued under the authority.

The Board of Directors shall be authorised to increase the Company's share capital in one or more issues by up to DKK 5,000,000 during the period until 31 October 2008 against cash payment in connection with the exercise of warrants. The Company's existing shareholders shall have no rights of preemption to the shares issued pursuant to the warrants.

Shares subscribed for in connection with the exercise of warrants issued shall be issued in the name of the holder and be recorded in the Company's Register of Shareholders, and they shall be freely transferable, negotiable instruments. No shareholder shall be obliged to let his shares be redeemed in full or in part, and none of the new shares shall carry any special rights but shall rank *pari passu* with all other shares in the Company. If, before the warrants have been exercised, any general amendments have been made to the rights attaching to the Company's shares, the new shares issued by exercising the warrants shall rank *pari passu* with the other shares in the Company at the time the warrants are exercised. If, before the warrants have been exercised, a resolution is adopted in the Company to introduce share classes, each share subscribed after such resolution on the basis of the warrants shall belong to the class of shares with the best ranking.

In other respects, the Board of Directors shall determine the specific terms and conditions for the capital increases that may be effected in accordance with the authority.

#### **Article 6B**

The Company has issued warrants which entitle the holders to subscribe shares in IC Companys A/S with a total nominal value of up to DKK 7,175,000. At the same time, the Company has passed a resolution to effect the capital increase required if the warrants are exercised. The specific terms and conditions for subscription and exercise of the warrants are set out in Schedule 1 to, and constitute an integral part of, these Articles of Association.

The Company has issued warrants which entitle the holders to subscribe shares with a total nominal value of up to DKK 2,250,000, cf. Schedule 4.

#### **Article 7**

The Company's shares are listed on the Copenhagen Stock Exchange and issued through the Danish Securities Centre (*Værdipapircentralen*).

Following registration of the shares with the Danish Securities Centre, dividend is paid by transfer to accounts specified by the shareholders. Such transfer shall be effected in accordance with the rules of the Danish Securities Centre in force from time to time.

The entitlement to dividend is time-barred five years after the due date, after which any unclaimed dividends accrue to the Company.

## GENERAL MEETINGS

### Article 8

All General Meetings shall be held in Greater Copenhagen.

The Annual General Meeting shall be held each year not later than four months after the end of the financial year.

General Meetings shall be convened by the Board of Directors giving not less than fourteen days' and not more than four weeks' notice by advertisement inserted once in the Danish Official Gazette (*Statstidende*) and in one or more national daily newspapers as determined by the Board of Directors.

The notice convening the meeting shall be in writing to all registered shareholders, who have so requested, to the address recorded in the Register of Shareholders.

The notice shall include the agenda of the General Meeting.

In order to be considered by the Annual General Meeting, resolutions proposed by the shareholders must be submitted in writing to the Board of Directors not later than two months after the end of the financial year.

Where a resolution is proposed to amend the Articles of Association, the notice shall set out the main contents of the proposed resolution.

Where a proposed resolution must be passed by the majority specified in section 79 of the Danish Companies Act, the notice shall set out the proposed resolution verbatim and shall be sent to all registered shareholders.

Not later than eight days before the General Meeting, the agenda and the proposals to be considered, set out verbatim, and, in the case of the Annual General Meeting, also the annual report with the auditors' report and signed by the Executive Board and the Board of Directors, shall be made available for inspection by the shareholders at the Company's offices.

### Article 9

Extraordinary General Meetings shall be held when deemed appropriate by the Board of Directors or at least one of the Company's auditors.

Extraordinary General Meetings shall be held when requested in writing by shareholders holding at least one-tenth of the share capital.

The Extraordinary General Meeting shall be convened not later than two weeks after the request has been received by the Company.

#### **Article 10**

The agenda of the Annual General Meeting shall include the following:

1. Report by the Board of Directors on the activities of the company.
2. Presentation of the annual report with the auditors' report and approval of the annual report.
3. Resolution as to the application of the profit, including the declaration of dividends, or for the treatment of the loss according to the approved annual report.
4. Election of members to the Board of Directors.
5. Appointment of Auditors.
6. Any other business.

#### **Article 11**

Each share of DKK 10 nominal value shall entitle its holder to one vote at General Meetings.

Shareholders who have acquired shares through a share transfer shall not be entitled to exercise the voting rights on such shares at General Meetings which have been convened before the shares have been recorded in the Register of Shareholders or the shareholder has notified and documented his acquisition.

However, the shares acquired shall be deemed to be represented at the General Meeting even though the voting right cannot be exercised if the shares have been recorded in the Register of Shareholders prior to the General Meeting or if the shareholder has notified and documented his acquisition.

#### **Article 12**

In addition to representatives of the press, all shareholders shall be entitled to attend the General Meetings provided that they have obtained an admission card from the Company's bankers or from the Company's head office against due documentation of their holding not later than five calendar days before the date of such General Meeting.

Shareholders are entitled to attend the General Meeting with an adviser or by proxy. The proxy holder shall present a written and dated proxy that can be granted for a maximum period of one year.

### **Article 13**

The General Meeting shall be presided over by a Chairman appointed by the Board of Directors, who need not be a shareholder in the Company. The Chairman shall decide all matters relating to the way in which business is transacted.

### **Article 14**

All resolutions at the General Meeting shall be passed by a simple majority of votes, unless the Danish Companies Act prescribes special rules with regard to representation and majority.

In the event of an equality of votes, the decision shall be made by drawing lots.

Resolutions to amend this Article 14 on majority of votes can only be passed by a majority of not less than nine-tenths of the votes cast at the General Meeting.

Voting at General Meetings shall be by a show of hands unless the General Meeting resolves to take a poll, or the Chairman of the meeting deems a poll desirable.

### **Article 15**

Amendments and additions required by the Danish Commerce and Companies Agency as a condition for the registration of resolutions adopted by the General Meeting as well as amendments to the Articles of Association which are required as a consequence of amendments to legislation may be effected by the Board of Directors without the consent of the General Meeting.

### **Article 16**

Minutes of the proceedings of the General Meeting shall be entered into a minute book, which shall be signed by the Chairman of the General Meeting.

## **BOARD OF DIRECTORS**

### **Article 17**

The Company shall be supervised by a Board of Directors composed of from four to eight members elected by the General Meeting for one-year terms and such Board members as may be elected by the employees pursuant to the relevant rules of Danish legislation.

Board members are eligible for reelection.

Prior to the election of Board members at the General Meeting, candidates shall disclose any directorships held by them in other Danish and foreign public limited companies except for wholly-owned subsidiaries.

### **Article 18**

The Board of Directors shall meet immediately after the Annual General Meeting to elect one of its members to act as Chairman and one or two of its members to act as Deputy Chairmen.

The Chairman shall ensure that Board meetings are held as and when necessary.

A member of the Board of Directors or a member of the Executive Board may request that a meeting of the Board of Directors be convened.

### **Article 19**

Board meetings shall generally be called giving at least eight days' notice.

### **Article 20**

The matters considered by the Board of Directors shall be decided by a simple majority of votes. In the event of an equality of votes, the Chairman shall have a casting vote.

The Board of Directors shall form a quorum when more than half the Board members, including the Chairman or one Deputy Chairman, are present.

### **Article 21**

The Board of Directors shall, by rules of procedure, lay down further provisions as to the duties and powers of the Board of Directors.

### **Article 22**

Minutes of the Board meetings shall be entered into a minute book, which shall be signed by all members of the Board of Directors.

The auditors' records shall be presented at all Board meetings. All entries shall be signed by all members of the Board of Directors.

### **Article 23**

The members of the Board of Directors shall receive annual emoluments as approved in connection with the adoption of the accounts.

## **EXECUTIVE BOARD**

### **Article 24**

The Board of Directors shall appoint an Executive Board consisting of from one to three members to be in charge of the day-to-day operations of the Company.

The Board of Directors shall appoint one of the members of the Executive Board President & CEO, and may appoint one of the members Deputy CEO.

Details of the mutual powers and business conduct of the Board of Directors and the Executive Board shall be laid down in rules of procedure drawn up by the Board of Directors.

The Board of Directors may grant powers of procuration to sign on behalf of the Company individually or collectively.

## **AUTHORITY TO BIND THE COMPANY**

### **Article 25**

The Company shall be bound by the Board of Directors acting together, or by either the Chairman or a Deputy Chairman of the Board of Directors acting together with a member of the Board of Directors or a member of the Executive Board. The Company shall furthermore be bound by two members of the Executive Board acting together.

## **ACCOUNTS AND AUDITING**

### **Article 26**

The Company's financial year runs from 1 July to 30 June. The transitional financial year runs from 1 January 2001 to 30 June 2001.

The annual accounts and consolidated accounts shall be presented in a clear and easily understandable manner in pursuance of the statutory rules and shall give a true and fair view of the Group's and the Company's assets and liabilities, financial position and result.



**Article 27**

The Company's accounts shall be audited by at least such number of state authorised public accountants as is required by law. The auditors shall be appointed by the General Meeting for one year at a time.

The Auditors shall be eligible for reappointment.

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As adopted at the Company's Annual General Meeting held on 26 October 2005.

On the Board of Directors:

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Niels Martinsen

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Ole Wengel

\_\_\_\_\_  
Anders Colding Friis

\_\_\_\_\_  
Henrik Heideby

\_\_\_\_\_  
Niels Hermansen

\_\_\_\_\_  
Leif Juul Jørgensen

## SCHEDULE 1

### WARRANTS

#### 1. Introduction

Prior to the merger between InWear Group A/S and Carli Gry International A/S – with the latter company as the continuing company – InWear Group A/S has issued warrants to certain specified management employees, entitling the holders to subscribe shares of up to DKK 7,175,000 nominal value in InWear Group A/S, and has passed a resolution to effect the capital increase required if the warrants are exercised. As part of the merger, the warrants have been transferred to IC Companys A/S so that the warrants entitle the holders to subscribe shares in the latter company.

The terms and conditions applicable to the warrants issued are set forth in clauses 2-10 below. The terms and conditions are identical to the terms and conditions applicable prior to the merger.

In connection with the merger, one share of DKK 10 nominal value in InWear Group A/S was exchanged for one share in IC Companys A/S of DKK 10 nominal value. As a result of this exchange ratio, no changes have been made to the subscription price or the number of shares that can be subscribed on the basis of the warrants, see clauses 3 and 6.3 below.

#### 2. Subscription period and consideration

The warrants have been subscribed by certain specified management employees of IC Companys A/S in the period from 27 October 2000 to 5 January 2001, inclusive.

No consideration has been paid for the warrants.

#### 3. Amount and exercise price

Each warrant entitles the holder to subscribe one share of DKK 10 nominal value at the price of DKK 97 for each share.

The capital increase that can be subscribed on the basis of the warrants cannot be more than DKK 7,175,000 nominal value and not less than DKK 10 nominal value, see however clause 6 below, which provides that the number of shares subscribable based on the warrants may be adjusted in certain circumstances.

A list of warrants issued shall be kept in connection with the Company's Register of Shareholders.

#### 4. Exercise of the warrants

##### 4.1 The warrants granted can be exercised by subscribing shares during a period of up to six weeks from publication of the Company's profit announcement for the 2003,

2004 and 2005 financial years (in the following referred to as "subscription periods"). Exercise of the warrants in 2005 shall take place on 21 October 2005 at the latest.

During each subscription period, up to one third of the warrants granted can be exercised at one time to subscribe shares in the Company. Any warrants exercisable during one of the specified subscription periods that are not exercised within the relevant subscription period shall lapse automatically without notice or compensation. Unexercised warrants cannot be transferred to any subsequent subscription period.

Notice of exercise of warrants shall be received by the Company within the subscription periods specified. Notices shall specify the employee's custody account with the Danish Securities Centre (*Værdipapircentralen*), and the employee shall pay the subscription price when submitting the notice.

- 4.2 Exercise of the warrants is subject to the employee being in continuing employment on the exercise date. Unexercised warrants shall lapse without compensation from the date when the employee's employment with the Company or its subsidiaries ceases, irrespective of the cause of termination of the employment and irrespective of whether the employment is terminated by the employee or by the relevant company.

The employment shall be deemed to terminate on the date when notice of termination is given, irrespective of whether the employee ceases to work for the relevant company at a later date.

- 4.3 Where the employee's employment with the Company or the Company's subsidiaries ceases as a result of

- (1) (a) the employee's death
- (2) (b) the employee's chronic physical or psychical disease

the employee or the employee's estate shall – notwithstanding the provisions of clause 4.2 above – be entitled to exercise, during the first subscription period following the employee's death/last working day, the one third of the warrants granted that relates to the relevant subscription period. Unexercised warrants shall lapse, see clause 4.2 above.

Where an employee's employment with the Company or the Company's subsidiaries ceases for reasons comparable to those set forth in (a) and (b) above, the Board of Directors may, based on a specific judgement, allow the employee also in this situation – and notwithstanding the provisions of clause 4.2 above – to exercise one third of the warrants granted during the first subscription period following the employee's last working day.

- 4.4 The employee shall comply with the rules of law applicable to trading in listed securities and the supplementary rules laid down by the Company for trading in the

Company's securities. The Company may change the subscription periods in writing without notice in order to comply with such rules.

5.1 Extraordinary exercise

Notwithstanding clause 4.1 above, the employee may also exercise his warrants in event of the following:

- (a) The Company's ownership changes in circumstances which – pursuant to the Danish Securities Trading Act – give rise to a duty for the acquirer to make an offer to take over the shares held by the remaining shareholders of the Company.
- (b) The Company decides to delist the Company's shares.

Exercise of warrants by the employee according to (a) and (b) above shall be subject to the employee having submitted a written notice of exercise to the Company's Board of Directors not later than three months from publication of such offer or such decision to delist the Company's shares.

Where the employee is given notice to quit on account of the change of ownership or the prospects of such change, the employee shall not – notwithstanding the provisions of clause 2.3 above – forfeit his right to exercise his warrants pursuant to (a) hereof.

- 5.2 Where the Company's competent bodies resolve to demerge the Company otherwise than as described in clause 6.5 below or to liquidate the Company, the employee shall be entitled to exercise any unexercised warrants notwithstanding the provisions of clause 4.1 above. In that event the employee shall, within two weeks of the Company's announcement of the resolution to demerge/liquidate, notify the Company in writing that he wishes to exercise his warrants. At the same time, the employee shall pay the subscription amount.

After expiry of this period, any warrants in respect of which notice of exercise has not been given, shall lapse automatically without notice or compensation.

6. Adjustment of subscription price and/or number of shares subscribable by exercising the warrants in case of changes in the Company's capital structure

In case of changes in the Company's capital structure, the subscription price referred to in clause 3 above or the number of shares that can be subscribed by exercising the warrants, shall, in certain circumstances, be adjusted, see clauses 6.1-6.8 below. Capital increases in connection with exercise of the warrants shall not result in adjustment of the subscription price or the number of shares.

- 6.1 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price lower than the market price;

- to issue warrants, convertible debt, stock options or similar instruments that entitle the holder to subscribe shares in the Company at a price lower than the market price at the time of issue;
- to reduce the Company's share capital by distribution to the shareholders at a price higher than the market price;

the subscription price shall be reduced to such extent that the market value of the warrants remains unchanged.

6.2 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price higher than the market price; or
- to reduce the Company's share capital by distribution to the shareholders at a price lower than the market price;

the subscription price shall be increased to such extent that the market value of the warrants remains unchanged.

6.3 Where the Company's competent bodies resolve to merge the Company with the Company as the discontinuing company, the warrants shall be transferred so that they entitle the holder to subscribe shares in the continuing company, and the subscription price/the number of shares that can be subscribed by exercising the warrants shall be increased or reduced to such extent that the market value of the warrants remains unchanged.

6.4 Where the Company issues bonus shares to the existing shareholders, the number of shares that the employee can subscribe by exercising his warrants shall be increased proportionately, and the subscription price shall be reduced to the effect that the total subscription price for the increased number of shares corresponds to the subscription price for the original number of shares.

6.5 Where the Company's competent bodies resolve to demerge the Company, whereby all shareholders receive a proportionate number of shares in the new company or companies while also retaining shares in the Company, the employee shall receive warrants in the new company or companies in the same proportion as the Company's shareholders receive shares in the new company or companies. Furthermore, the subscription price at the time of exercising the warrants shall be adjusted to such extent that the market value of the warrants remains unchanged.

6.6 Where the Company's share capital is reduced to cover a loss, the number of shares the employee can subscribe by exercising the warrants shall be reduced (rounded down) so as to position the employee, as far as his capital interest in the Company is concerned, as if the warrants had been exercised immediately

prior to the resolution to reduce the capital. The subscription price shall not be changed.

6.7 In case of price-relevant changes in the Company of a nature and with consequences to the employee similar to those described in clauses 6.1-6.6 above, a corresponding adjustment shall be made to the subscription price.

6.8 Where the Company's competent bodies resolve

- to increase or reduce the Company's share capital at market price;
- to merge, the Company being the continuing company;
- to issue shares, warrants, convertible bonds, subscription rights, stock options or similar instruments to employees and/or the management of the Company or its subsidiaries in connection with a general employee share programme, possibly at a price below the market price; or
- to pay dividend;

the subscription price and the number of shares that can be subscribed shall not be adjusted.

6.9 Where one of the acts referred to in clauses 6.1-6.7 above takes place prior to an exercise period, the Company's Board of Directors shall request that the Company's auditor calculates the adjustment to be made, so that the result of the calculation can be sent in writing to the employee not later than one week prior to the beginning of the relevant exercise period.

The auditor's calculation shall be made in accordance with accepted principles. Where the calculation is to be based on a determination of the Company's market capitalisation, such determination shall be made in accordance with generally accepted principles, duly taking into account the market price of the Company's shares. The auditor's calculation shall be final and binding on the Company and the employee.

Where adjustments made pursuant to clause 6 hereof result in a subscription price below par, the general rule is that the warrants cannot be exercised. The employee can, however, exercise the warrants on accepting an increase to par of the subscription price without any entitlement to compensation for such increase.

7. Assignment

The warrants cannot – except with the consent of the Company's Board of Directors – be taken in execution, be assigned or transferred in any other way, including in connection with a division of property, neither to be held nor as

security, always provided that the warrants may pass on succession, see clause 4.3 above.

8. Tax consequences

The tax consequences in connection with subscription of the warrants and their exercise shall be of no concern to the Company.

9. Terms and conditions of new shares

Pursuant to the Board of Directors' resolution on issuance of warrants, the following terms and conditions shall apply to new shares issued by exercise of warrants:

- that there shall be no preemption rights to the existing shareholders in respect of new shares issued on the basis of the warrants;
- that payment for new shares issued on the basis of the warrants shall be made in cash on subscription;
- that new shares issued on exercise of the warrants shall be issued to named holders and recorded in the Company's Register of Shareholders;
- that new shares issued on exercise of the warrants shall be negotiable instruments;
- that new shares issued on exercise of the warrants shall not be subject to restrictions to the preemption rights in case of future capital increases;
- that new shares issued on exercise of the warrants shall rank for full dividends and carry other rights in the Company as from the financial year in which the shares are subscribed, but not for the preceding financial year;
- that if, prior to the exercise of the warrants, the rights attaching to the Company's shares have been altered in general, new shares issued on exercise of the warrants shall rank *pari passu* with the other shares in the Company at the time of such exercise; and
- that the Company shall pay the costs arising out of the issue of the warrants and subsequent capital increases in connection therewith. The Company's costs arising out of the issue of the warrants are DKK 50,000 and the costs of the related capital increases are estimated at DKK 25,000 for each capital increase.

10. Implementation of capital increase

The Board of Directors shall effect the capital increases related to the exercise of the warrants pursuant to the provisions of section 36 of the Danish Companies Act. For details on the rights attaching to the new shares, see clause 9 above.



## SCHEDULE 4

### WARRANTS

#### Warrants

#### 1. Resolution

Pursuant to the authority to issue warrants without preemption rights to the Company's shareholders for shares with a nominal value of up to DKK 2,250,000 given to the Board of Directors pursuant to Article 6A.(1) of the Articles of Association, the Board of Directors passed a resolution on 27 September 2002 to issue warrants entitling the holders to subscribe shares with a nominal value of up to DKK 2,250,000. In consequence thereof, the Board of Directors concurrently passed a resolution concerning the related capital increase of up to DKK 2,250,000 nominal value. In so doing, the Board of Directors specified the following terms and conditions for subscription and exercise of the warrants and for the related cash capital increase:

#### 2. Subscription period and consideration

The warrants may be subscribed by certain specified management employees of the IC Companys Group in the period from 27 September 2002 to 31 October 2002, inclusive.

No consideration shall be paid for the warrants.

#### 3. Amount and exercise price

Each warrant entitles the holder to subscribe one share of DKK 10 nominal value at the price of DKK 35.00 – however, not less than the closing price “all trades” quoted by the Copenhagen Stock Exchange on 27 September 2002 – plus 6% p.a. from 27 September 2002.

The capital increase that can be subscribed on the basis of the warrants cannot be more than DKK 2,250,000 nominal value and not less than DKK 10 nominal value, see however clause 6 below, which provides that the number of shares subscribable based on the warrants may be adjusted in certain circumstances.

A list of warrants issued shall be kept in connection with the Company's Register of Shareholders.

#### 4. Exercise of the warrants

#### 4.1 The warrants granted can be exercised by subscribing shares during a period of up to six weeks from publication of the Company's profit announcement for the 2003, 2004 and 2005 financial years (in the following referred to as "subscription periods"). Exercise of the warrants in 2005 shall take place on 31 October 2005 at the latest.

During each subscription period, up to one third of the warrants granted can be exercised at one time to subscribe shares in the Company. Unexercised warrants from one subscription period can be transferred to any subsequent subscription period.

Notice of exercise of warrants shall be received by the Company within the subscription periods specified. Notices shall specify the employee's custody account with the Danish Securities Centre (*Værdipapircentralen*), and the employee shall pay the subscription price when submitting the notice.

- 4.2 Exercise of the warrants is subject to the employee being in continuing employment on the exercise date. Unexercised warrants shall lapse without compensation from the date when the employee's employment with the Company or its subsidiaries ceases, irrespective of the cause of termination of the employment and irrespective of whether the employment is terminated by the employee or by the relevant company.

The employment shall be deemed to terminate on the date when notice of termination is given, irrespective of whether the employee ceases to work for the company at a later date.

5.1 Extraordinary exercise

Notwithstanding clause 4.1 above, the employee may also exercise his warrants in event of the following:

- (a) The Company's ownership changes in circumstances which – pursuant to the Danish Securities Trading Act – give rise to a duty for the acquirer to make an offer to take over the shares held by the remaining shareholders of the Company.
- (b) The Company decides to delist the Company's shares.

Exercise of warrants by the employee according to (a) and (b) above shall be subject to the employee having submitted a written notice of exercise to the Company's Board of Directors not later than three months from publication of such offer or such decision to delist the Company's shares.

Where the employee is given notice to quit on account of the change of ownership or the prospects of such change, the employee shall not – notwithstanding the provisions of clause 4.2 above – forfeit his right to exercise his warrants pursuant to (a) hereof.

- 5.2 Where the Company's competent bodies resolve to demerge the Company otherwise than as described in clause 6.5 below or to liquidate the Company, the employee shall be entitled to exercise any unexercised warrants notwithstanding the provisions of clause 4.1 above. In that event the employee shall, within two weeks of the Company's announcement of the resolution to demerge/liquidate,

notify the Company in writing that he wishes to exercise his warrants. At the same time, the employee shall pay the subscription amount.

After expiry of this period, any warrants in respect of which notice of exercise has not been given, shall lapse automatically without notice or compensation.

6. Adjustment of subscription price and/or number of shares subscribable by exercising the warrants in case of changes in the Company's capital structure

In case of changes in the Company's capital structure, the subscription price referred to in clause 1 above or the number of shares that can be subscribed by exercising the warrants, shall, in certain circumstances, be adjusted, see clauses 6.1-6.8 below. Capital increases in connection with exercise of the warrants shall not result in adjustment of the subscription price or the number of shares.

6.1 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price lower than the market price;
- to issue warrants, convertible debt, stock options or similar instruments that entitle the holder to subscribe shares in the Company at a price lower than the market price at the time of issue;
- to reduce the Company's share capital by distribution to the shareholders at a price higher than the market price;

the subscription price shall be reduced to such extent that the market value of the warrants remains unchanged.

6.2 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price higher than the market price; or
- to reduce the Company's share capital by distribution to the shareholders at a price lower than the market price;

the subscription price shall be increased to such extent that the market value of the warrants remains unchanged.

6.3 Where the Company's competent bodies resolve to merge the Company with the Company as the discontinuing company, the warrants shall be transferred so that they entitle the holder to subscribe shares in the continuing company, and the subscription price/the number of shares that can be subscribed by exercising the warrants shall be increased or reduced to such extent that the market value of the warrants remains unchanged.

- 6.4 Where the Company issues bonus shares to the existing shareholders, the number of shares that the employee can subscribe by exercising his warrants shall be increased proportionately, and the subscription price shall be reduced to the effect that the total subscription price for the increased number of shares corresponds to the subscription price for the original number of shares.
- 6.5 Where the Company's competent bodies resolve to demerge the Company, whereby all shareholders receive a proportionate number of shares in the new company or companies while also retaining shares in the Company, the employee shall receive warrants in the new company or companies in the same proportion as the Company's shareholders receive shares in the new company or companies. Furthermore, the subscription price at the time of exercising the warrants shall be adjusted to such extent that the market value of the warrants remains unchanged.
- 6.6 Where the Company's share capital is reduced to cover a loss, the number of shares the employee can subscribe by exercising the warrants shall be reduced (rounded down) so as to position the employee, as far as his capital interest in the Company is concerned, as if the warrants had been exercised immediately prior to the resolution to reduce the capital. The subscription price shall not be changed.
- 6.7 In case of price-relevant changes in the Company of a nature and with consequences to the employee similar to those described in clauses 6.1-6.6 above, a corresponding adjustment shall be made to the subscription price.
- 6.8 Where the Company's competent bodies resolve
- to increase or reduce the Company's share capital at market price;
  - to merge, the Company being the continuing company;
  - to issue shares, warrants, convertible bonds, subscription rights, stock options or similar instruments to employees and/or the management of the Company or its subsidiaries in connection with a general employee share programme, possibly at a price below the market price; or
  - to pay dividend;
- the subscription price and the number of shares that can be subscribed shall not be adjusted.
- 6.9 Where one of the acts referred to in clauses 6.1-6.7 above takes place prior to an exercise period, the Company's Board of Directors shall request that the Company's auditor calculates the adjustment to be made, so that the result of the calculation can be sent in writing to the employee not later than one week prior to the beginning of the relevant exercise period.

The auditor's calculation shall be made in accordance with accepted principles. Where the calculation is to be based on a determination of the Company's market capitalisation, such determination shall be made in accordance with generally accepted principles, duly taking into account the market price of the Company's shares. The auditor's calculation shall be final and binding on the Company and the employee.

Where adjustments made pursuant to clause 6 hereof result in a subscription price below par, the general rule is that the warrants cannot be exercised. The employee can, however, exercise the warrants on accepting an increase to par of the subscription price without any entitlement to compensation for such increase.

7. Assignment

The warrants cannot – except with the consent of the Company's Board of Directors – be taken in execution, be assigned or transferred in any other way, including in connection with a division of property, neither to be held nor as security.

8. Tax consequences

The tax consequences in connection with subscription of the warrants and their exercise shall be of no concern to the Company.

9. Terms and conditions of new shares

Pursuant to the Board of Directors' resolution on issuance of warrants, the following terms and conditions shall apply to new shares issued by exercise of warrants:

that there shall be no preemption rights to the existing shareholders in respect of new shares issued on the basis of the warrants;

that payment for new shares issued on the basis of the warrants shall be made in cash on subscription;

that new shares issued on exercise of the warrants shall be issued to named holders and recorded in the Company's Register of Shareholders;

that new shares issued on exercise of the warrants shall be negotiable instruments;

that new shares issued on exercise of the warrants shall not be subject to restrictions to the preemption rights in case of future capital increases;

that new shares issued on exercise of the warrants shall rank for full dividends and carry other rights in the Company as from the financial year in which the shares are subscribed, but not for the preceding financial year;

that if, prior to the exercise of the warrants, the rights attaching to the Company's shares have been altered in general, new shares issued on exercise of the warrants shall rank *pari passu* with the other shares in the Company at the time of such exercise; and

that the Company shall pay the costs arising out of the issue of the warrants and subsequent capital increases in connection therewith. The Company's costs arising out of the issue of the warrants are DKK 15,000 and the costs of the related capital increases are estimated at DKK 15,000 for each capital increase.

10. Implementation of capital increase

The Board of Directors shall effect the capital increases related to the exercise of the warrants pursuant to the provisions of section 36 of the Danish Companies Act. For details on the rights attaching to the new shares, see clause 9 above.

## SCHEDULE 5

### WARRANTS

#### Warrants

#### 1. Resolution

Pursuant to the authority to issue warrants without preemption rights to the Company's shareholders for shares with a nominal value of up to DKK 5,000,000 given to the Board of Directors pursuant to Article 6A of the Articles of Association, the Board of Directors passed a resolution on 15 April 2005 to issue warrants entitling the holders to subscribe shares with a nominal value of up to DKK 3,650,000. In consequence thereof, the Board of Directors concurrently passed a resolution concerning the related capital increase of up to DKK 3,650,000 nominal value. In so doing, the Board of Directors specified the following terms and conditions for subscription and exercise of the warrants and for the related cash capital increase:

#### 2. Subscription period and consideration

The warrants may be subscribed by certain specified management employees of the IC Companys Group in the period from 18 April 2005 to 30 April 2005, inclusive.

No consideration shall be paid for the warrants.

#### 3. Amount and exercise price

Each warrant entitles the holder to subscribe one share of DKK 10 at the price corresponding to the average market price (based on "All trades" in the official price list) over the past five business days prior to the decision by the Board of Directors to issue warrants – however, not less than the closing price "all trades" quoted by the Copenhagen Stock Exchange on 15 April 2005 – plus 5% p.a. from 15 April 2005 per share of DKK 10 nominal value.

The capital increase that can be subscribed on the basis of the warrants cannot be more than DKK 3,650,000 nominal value and not less than DKK 10 nominal value, see however clause 6 below, which provides that the number of shares subscribable based on the warrants may be adjusted in certain circumstances.

A list of warrants issued shall be kept in connection with the Company's Register of Shareholders.

#### 4. Exercise of the warrants

#### 4.1 The warrants granted can be exercised by subscribing shares during a period of up to two weeks from publication of the Company's profit announcement for the 2006, 2007 and 2008 financial years (in the following referred to as "subscription periods").

During each subscription period, up to one third of the warrants granted can be exercised at one time to subscribe shares in the Company. Unexercised warrants from one subscription period can be transferred to any subsequent subscription period.

Notice of exercise of warrants shall be received by the Company within the subscription periods specified. Notices shall specify the employee's custody account with the Danish Securities Centre (*Værdipapircentralen*), and the employee shall pay the subscription price when submitting the notice.

4.2 Exercise of the warrants is subject to the employee not having terminated his employment on the exercise date. Unexercised warrants shall lapse without compensation from the date when the employee has terminated his employment with the Company or its subsidiaries.

5.1 Extraordinary exercise

Notwithstanding clause 4.1 above, the employee may also exercise his warrants in event of the following:

- (a) The Company's ownership changes in circumstances which – pursuant to the Danish Securities Trading Act – give rise to a duty for the acquirer to make an offer to take over the shares held by the remaining shareholders of the Company.
- (b) The Company decides to delist the Company's shares.

Exercise of warrants by the employee according to (a) and (b) above shall be subject to the employee having submitted a written notice of exercise to the Company's Board of Directors not later than three months from publication of such offer or such decision to delist the Company's shares.

5.2 Where the Company's competent bodies resolve to demerge the Company otherwise than as described in clause 6.5 below or to liquidate the Company, the employee shall be entitled to exercise any unexercised warrants notwithstanding the provisions of clause 4.1 above. In that event the employee shall, within two weeks of the Company's announcement of the resolution to demerge/liquidate, notify the Company in writing that he wishes to exercise his warrants. At the same time, the employee shall pay the subscription amount.

After expiry of this period, any warrants in respect of which notice of exercise has not been given, shall lapse automatically without notice or compensation.

6. Adjustment of subscription price and/or number of shares subscribable by exercising the warrants in case of changes in the Company's capital structure

In case of changes in the Company's capital structure, the subscription price referred to in clause 1 above or the number of shares that can be subscribed by



exercising the warrants, shall, in certain circumstances, be adjusted, see clauses 6.1-6.8 below. Capital increases in connection with exercise of the warrants shall not result in adjustment of the subscription price or the number of shares.

6.1 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price lower than the market price;
- to issue warrants, convertible debt, stock options or similar instruments that entitle the holder to subscribe shares in the Company at a price lower than the market price at the time of issue;
- to reduce the Company's share capital by distribution to the shareholders at a price higher than the market price;

the subscription price shall be reduced to such extent that the market value of the warrants remains unchanged.

6.2 Where the Company's competent bodies resolve

- to increase the Company's share capital at a price higher than the market price; or
- to reduce the Company's share capital by distribution to the shareholders at a price lower than the market price;

the subscription price shall be increased to such extent that the market value of the warrants remains unchanged.

6.3 Where the Company's competent bodies resolve to merge the Company with the Company as the discontinuing company, the warrants shall be transferred so that they entitle the holder to subscribe shares in the continuing company, and the subscription price/the number of shares that can be subscribed by exercising the warrants shall be increased or reduced to such extent that the market value of the warrants remains unchanged.

6.4 Where the Company issues bonus shares to the existing shareholders, the number of shares that the employee can subscribe by exercising his warrants shall be increased proportionately, and the subscription price shall be reduced to the effect that the total subscription price for the increased number of shares corresponds to the subscription price for the original number of shares.

6.5 Where the Company's competent bodies resolve to demerge the Company, whereby all shareholders receive a proportionate number of shares in the new company or companies while also retaining shares in the Company, the employee shall receive warrants in the new company or companies in the same proportion as the Company's shareholders receive shares in the new company or

companies. Furthermore, the subscription price at the time of exercising the warrants shall be adjusted to such extent that the market value of the warrants remains unchanged.

- 6.6 Where the Company's share capital is reduced to cover a loss, the number of shares the employee can subscribe by exercising the warrants shall be reduced (rounded down) so as to position the employee, as far as his capital interest in the Company is concerned, as if the warrants had been exercised immediately prior to the resolution to reduce the capital. The subscription price shall not be changed.
- 6.7 In case of price-relevant changes in the Company of a nature and with consequences to the employee similar to those described in clauses 6.1-6.6 above, a corresponding adjustment shall be made to the subscription price.
- 6.8 Where the Company's competent bodies resolve
- to increase or reduce the Company's share capital at market price;
  - to merge, the Company being the continuing company;
  - to issue shares, warrants, convertible bonds, subscription rights, stock options or similar instruments to employees and/or the management of the Company or its subsidiaries in connection with a general employee share programme, possibly at a price below the market price; or
  - to pay dividend;

the subscription price and the number of shares that can be subscribed shall not be adjusted.

- 6.9 Where one of the acts referred to in clauses 6.1-6.7 above takes place prior to an exercise period, the Company's Board of Directors shall request that the Company's auditor calculates the adjustment to be made, so that the result of the calculation can be sent in writing to the employee not later than one week prior to the beginning of the relevant exercise period.

The auditor's calculation shall be made in accordance with accepted principles. Where the calculation is to be based on a determination of the Company's market capitalisation, such determination shall be made in accordance with generally accepted principles, duly taking into account the market price of the Company's shares. The auditor's calculation shall be final and binding on the Company and the employee.

Where adjustments made pursuant to clause 6 hereof result in a subscription price below par, the general rule is that the warrants cannot be exercised. The employee can, however, exercise the warrants on accepting an increase to par of

the subscription price without any entitlement to compensation for such increase.

7. Assignment

The warrants cannot – except with the consent of the Company’s Board of Directors – be taken in execution, be assigned or transferred in any other way, including in connection with a division of property, neither to be held nor as security.

8. Tax consequences

The tax consequences in connection with subscription of the warrants and their exercise shall be of no concern to the Company.

9. Terms and conditions of new shares

Pursuant to the Board of Directors’ resolution on issuance of warrants, the following terms and conditions shall apply to new shares issued by exercise of warrants:

that there shall be no preemption rights to the existing shareholders in respect of new shares issued on the basis of the warrants;

that payment for new shares issued on the basis of the warrants shall be made in cash on subscription;

that new shares issued on exercise of the warrants shall be issued to named holders and recorded in the Company's Register of Shareholders;

that new shares issued on exercise of the warrants shall be negotiable instruments;

that new shares issued on exercise of the warrants shall not be subject to restrictions to the preemption rights in case of future capital increases;

that new shares issued on exercise of the warrants shall rank for full dividends and carry other rights in the Company as from the financial year in which the shares are subscribed, but not for the preceding financial year;

that if, prior to the exercise of the warrants, the rights attaching to the Company’s shares have been altered in general, new shares issued on exercise of the warrants shall rank *pari passu* with the other shares in the Company at the time of such exercise; and

that the Company shall pay the costs arising out of the issue of the warrants and subsequent capital increases in connection therewith. The Company’s costs arising out of the issue of the warrants are DKK 15,000 and the costs

of the related capital increases are estimated at DKK 30,000 for each capital increase.

10. Implementation of capital increase

The Board of Directors shall effect the capital increases related to the exercise of the warrants pursuant to the provisions of section 36 of the Danish Companies Act. For details on the rights attaching to the new shares, see clause 9 above.