~~001614/80~~ ~~001605-20~~ 001605/20 001614/80

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009

OS IN01

Registration of an overseas company opening a UK establishment

SAME DAY

A fee is payable with this form
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register a UK establishment

✗ **What this form is NOT for**
You cannot use this form to c[...] the details of an existing com[...] officer or establishment.

THURSDAY

A9XFAXKM
A27 15/09/2011 32
COMPANIES HOUSE

COMPANIES HOUSE

Part 1 Overseas company details (Name)

For official use

Do you propose to carry on business in the UK under the corporate name as incorporated in your home state or country, or under an alternative name?
→ To register using your corporate name, go to **Section A1**
→ To register using an alternative name, go to **Section A2**

→ **Filling in this form**
Please complete in typescript (10pt or above), or in bold black capitals
All fields are mandatory unless specified or indicated by *

A1 Corporate company name

Corporate name ❶

❶ This must be the corporate name in the home state or country in which the company is incorporated under which you propose to carry on business in the UK

A2 Alternative name

The company wishes to register an alternative name under which it proposes to carry on business in the UK under section 1048 of the Companies Act 2006

Corporate name ❷ Lotus Driving Academy GmbH

Alternative name (if applicable) ❸ Lotus Driving Academy

❷ Please give your corporate name as incorporated in your home state or country

❸ A company may register an alternative name under which it proposes to carry on business in the United Kingdom under Section 1048 of the Companies Act 2006

A3 Overseas company name restrictions ❹

This section does not apply to a European Economic Area (EEA) company registering its corporate name

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response

❹ **Overseas company name restrictions**
A list of sensitive or restricted words or expressions that require consent can be found in guidance available on our website www.companieshouse.gov.uk

OS IN01
Registration of an overseas company opening a UK establishment

Part 2 Overseas company details

B1 Particulars previously delivered

Have particulars about this company been previously delivered in respect of another UK establishment ❶

→ **No** Go to **Section B2**
→ **Yes** Please enter the registration number below and then go to **Part 5** of the form Please note the original UK establishment particulars must be filed up to date.

UK establishment registration number: B R

❶ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts

B2 Credit or financial institution

Is the company a credit or financial institution?❷

☐ Yes
☑ No

❷ Please tick one box

B3 Company details

If the company is registered in its country of incorporation, please enter the details below

Legal form ❸	Limited Liability Company
Country of incorporation *	Austria
Identity of register in which it is registered ❹	Landesgericht Salzburg Austria
Registration number in that register	3 5 3 9 0 7 b

❸ This includes whether the company is a private or public company or whether or not the company is limited

❹ This will be the registry where the company is registered in its parent country

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ **Yes** Complete **Sections B5** and **B6**
→ **No** Go to **Section B6**

B5 Governing law and accounting requirements

Please give the law under which the company is incorporated

Governing law❺

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ **Yes** Complete the details below
→ **No** Go to **Part 3**

Please give the period for which the company is required to prepare accounts by parent law

From | d d | m m
To | d d | m m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period

Months

B6 Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ❶

☐ Yes

Please indicate what documents have been disclosed

☐ Please tick this box if you have enclosed a copy of the accounts

☐ Please tick this box if you have enclosed a certified translation of the accounts

☑ Please tick this box if no accounts have been disclosed

❶ Please tick the appropriate box(es)

OS IN01

Registration of an overseas company opening a UK establishment

Part 3 Constitution

C1 Constitution of company

The following documents must be delivered with this application
- Certified copy of the company's constitution and, if applicable, a certified translation

Please tick the appropriate box(es) below

☑ I have enclosed a certified copy of the company's constitution. ❶

☑ I enclose a certified translation, if applicable. ❷

❶ A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

❷ A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

C2 EEA or non-EEA member state

Was the company formed outside the EEA?

→ **Yes** Go to **Section C3**

→ **No** Go to **Part 4** 'Officers of the company'.

C3 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?
- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

→ **Yes** Go to **Part 4** 'Officers of the company'

→ **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C4**

The information is not required if it is contained within the constitutional documents accompanying this registration

C4 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation ❸

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

Please give the objects of the company and the amount of issued share capital

Objects of the company ❹	
Amount of issued share capital ❺	

❸ This address will appear on the public record

❹ Please give a brief description of the company's business

❺ Please specify the amount of shares issued and the value

Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

→ **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
→ **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**, for a corporate secretary, go to **Section E1**, for a director who is an individual, go to **Section F1**, or for a corporate director, go to **Section G1**

Continuation pages
Please use a continuation page if you need to enter more officer details

Secretary

D1 Secretary details ❶

Use this section to list all the secretaries of the company
Please complete **Sections D1-D3 For a corporate secretary, complete Sections E1-E5** Please use a continuation page if necessary

Full forename(s)

Surname

Former name(s) ❷

❶ **Corporate details**
Please use Sections E1-E5 to enter corporate secretary details

❷ **Former name(s)**
Please provide any previous names which have been used for business purposes during the period of this return Married women do not need to give former names unless previously used for business purposes

D2 Secretary's service address ❸

Building name/number

Street

Post town

County/Region

Postcode

Country

❸ **Service address**
This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

D3 Secretary's authority

Please enter the extent of your authority as secretary Please tick one box

Extent of authority

☐ Limited ❹
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

☐ Alone
☐ Jointly ❺

If applicable, name(s) of person(s) with whom you are acting jointly

❹ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

❺ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01

Registration of an overseas company opening a UK establishment

Corporate secretary

E1 Corporate secretary details ❶

Use this section to list all the corporate secretaries of the company
Please complete Sections E1-E5 Please use a continuation page if necessary

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

❶ **Registered or principal address**
This is the address that will appear on the public record This address must be a physical location for the delivery of documents It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2 Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section E3 only**
→ **No** Complete **Section E4 only**

E3 EEA companies ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/ firm is registered ❸

Registration number

❷ **EEA**
A full list of countries of the EEA can be found in our guidance www companieshouse gov uk

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ❹

If applicable, the registration number

❹ **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5 Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary Please tick one box	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below ❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
Extent of authority	☐ Limited ❶ ☐ Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box	
	☐ Alone ☐ Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01

Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company Please complete **Sections F1-F4 For a corporate director, complete Sections G1-G5** Please use a continuation page if necessary

Full forename(s)	Robert
Surname	Lechner
Former name(s) ❷	
Country/State of residence ❸	Germany
Nationality	Austrian
Date of birth	d0 d1 m1 m0 y1 y9 y7 y7
Business occupation (if any) ❹	Company Director

❶ **Corporate details**
Please use Sections G1-G5 to enter corporate director details

❷ **Former name(s)**
Please provide any previous names which have been used for business purposes in the last 20 years Married women do not need to give former names unless previously used for business purposes.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F3

❹ **Business occupation**
If you have a business occupation, please enter here If you do not, please leave blank

F2 Director's service address ❺

Building name/number	
Street	Hofhaymer Allee 40 b
Post town	Salzburg
County/Region	
Postcode	5020
Country	Austria

❺ **Service address**
This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

OS IN01
Registration of an overseas company opening a UK establishment

F4 Director's authority

	Please enter the extent of your authority as director Please tick one box	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below
Extent of authority	☐ Limited ❶ ☑ Unlimited	❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box	
	☑ Alone ☐ Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01
Registration of an overseas company opening a UK establishment

Corporate director

G1 Corporate director details ❶

Use this section to list all the corporate directors of the company
Please complete G1-G5 Please use a continuation page if necessary

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

❶ **Registered or principal address**
This is the address that will appear on the public record This address must be a physical location for the delivery of documents It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

G2 Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section G3 only**
→ **No** Complete **Section G4 only**

G3 EEA companies ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ❸

Registration number

❷ **EEA**
A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

G4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ❹

If applicable, the registration number

❹ **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

OS IN01

Registration of an overseas company opening a UK establishment

G5 Corporate director's authority

	Please enter the extent of your authority as corporate director Please tick one box	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below ❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
Extent of authority	☐ Limited ❶ ☐ Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box	
	✓ Alone ☐ Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly		

Part 5 UK establishment details

H1 Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- → **No** Go to **Section H3**
- → **Yes** Please enter the UK establishment number below and then go to **Section H2**

UK establishment registration number	B	R							

H2 Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- → **No** Go to **Section H3**
- → **Yes** Please enter the UK establishment number below and then go to **Section H3**

UK establishment registration number	B	R							

Sections **H3** and **H4** must be completed in all cases

H3 Delivery of accounts and reports

Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment ❶

- ☑ In respect of this establishment Please go to **Section H4**
- ☐ In respect of another UK establishment Please give the registration number below, then go to **Section H4**

UK establishment registration number	B	R							

❶ Please tick the appropriate box

OS IN01

Registration of an overseas company opening a UK establishment

H4 Particulars of UK establishment ❶

Please enter the name and address of the UK establishment

Name of establishment	Lotus Driving Academy
Building name/number	
Street	Potash lane,
	Hethel
Post town	Norwich
County/Region	Norfolk
Postcode	NR14 8EZ
Country	United Kingdom

Please give the date the establishment was opened and the business of the establishment

Date establishment opened	d0 d1 m0 m6 y2 y0 y1 y1
Business carried on at the UK establishment	Event /Marketing/ Motorsports

❶ **Address**
This is the address that will appear on the public record

OS IN01

Registration of an overseas company opening a UK establishment

Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company
Please complete **Sections J1-J4**

Continuation pages
Please use a continuation page if you need to enter more details

Full forename(s)	Alexander Richard
Surname	Eberl

J2 Permanent representative's service address ❶

Building name/number	
Street	Potash Lane
	Hethel
Post town	Norwich
County/Region	Norfolk
Postcode	NR14 8EZ
Country	United Kingdom

❶ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative
Please tick one box

Extent of authority

☐ Limited ❷
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☑ Alone
☐ Jointly ❸

If applicable, name(s) of person(s) with whom you are acting jointly

❷ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

❸ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01

Registration of an overseas company opening a UK establishment

Part 7 Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below

→ **No** Tick the box below then go to **Part 8** 'Signature'

☐ If there is no such person, please tick this box

K1 Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below
Please complete **Sections K1-K2**

Continuation pages
Please use a continuation page if you need to enter more details

Full forename(s)	Zia Ullah
Surname	Khan

K2 Service address of person authorised to accept service ❶

Building name/number	25-29
Street	Harper Road
Post town	London
County/Region	England
Postcode	SE1 6AW
Country	United Kingdom

❶ **Service address**
This is the address that will appear on the public record This does not have to be your usual residential address Please note, a DX address would not be acceptable

Part 8 Signature

This must be completed by all companies

I am signing this form on behalf of the company

Signature

Signature
X X

Lotus Driving Academy
Potash Lane
Hethel, Norwich - Norfolk
NR14 8EZ
England

This form may be signed by:
Director, Secretary, Permanent representative.

ALEXANDER RICHARD EBERL
GENERAL MANAGER

OS IN01
Registration of an overseas company opening a UK establishment

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name: Haris Adrees
Company name: Brown & Batts LLP
Address: 25-29 Harper Road
Post town: London
County/Region:
Postcode: SE1 6AW
Country: United Kingdom
DX:
Telephone: 0203-056-4718

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The overseas corporate name on the form matches the constitutional documents exactly
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment
- ☐ Any addresses given must be a physical location They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company
Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

England and Wales
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

Northern Ireland
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Higher protection
If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

<u>Certified Translation from the German Language</u>

Companies Register » Excerpt

Mag. phil. Martina Pasqualin
Allgem. beeid u gerichtl zertifizierter Dolmetscher für die englische Sprache
SALZBURG

JU§TIZ REPUBLIC OF AUSTRIA
COMPANIES REGISTER

FB

Inquiry date 12 August 2011	**Excerpt with historical data**	**FN 353907 b**

This excerpt is based on information from the general ledger supplemented by data from the document collection
Data historical as of 12 August 2011 are ~~crossed out~~ Deleted legal entities and branches are marked '#' on the side
Last registration on 4 November 2010 with registration number 1
Court having jurisdiction Salzburg Regional Court

COMPANY NAME
1 Lotus Driving Academy GmbH

LEGAL FORM
1 Limited liability company

REGISTERED OFFICE in
1 Political municipality of Salzburg

BUSINESS ADDRESS
1 Hofhaymer Allee 40 b
5020 Salzburg

LINE OF BUSINESS
1 Marketing / motor sports

CAPITAL
1 EUR 35,000

BALANCE SHEET DATE for FINANCIAL STATEMENTS
1 31 March

SIGNING POWER
1 If several managing directors have been appointed,
the shareholders' meeting shall determine their signing powers.

1 Articles of association 001
dated 20 October 2010

MANAGING DIRECTOR (under commercial law)
A Robert Lechner, born 1 October 1977
1 Single signing power since 4 November 2010

	SHAREHOLDER	INITIAL CONTRIBUTION	PAID UP
	A Robert Lechner, born 1 October 1977		
1	. . . .	EUR 35,000	
1	. . . . . .		. EUR 35,000
	Total	EUR 35,000	EUR 35,000

A.R. EBER
GENERAL
MANAGER

Lotus Driving Academy
Lotus Driving Academy
Potash Lane
Hethel Norwich Norfolk
NR14 8EZ
England

------PERSONS------

1 A Robert Lechner, born 1 October 1977
1 Troppauer Straße 10c
DEU-83395 Freilassing

I DECLARE THIS TO BE A CORRECT TRANSLATION OF THE ORIGINAL DOCUMENT AS COMMISSIONED BY US

------------------ LIST OF ENTRIES --

Salzburg Regional Court

1 Registered on 4 November 2010 Case 45 Fr 8481/10 s
Application for registration of a new company received on 28 October 2010

---------------- INFORMATION PROVIDED BY THE AUSTRIAN NATIONAL BANK ------------------

ID number valid as of 12 August 2011: 10145354

Issued via the IMD clearing agency ** HA022
Court fee EUR 5 3 **************** 12 August 2011 09·10:10.676 25468396 **** LINES 45

Companies register **Inquiry made on 12 August 2011, at 09:10 10 CET**

Mag. phil. Martina Pasqualin
Allgem. beeid. u. gerichtl. zertifizierter Dolmetscher für die englische Sprache
SALZBURG

With reference to my oath I hereby certify that the above is a correct translation of the German text produced to me

Salzburg, this 18th day of August 2011

Die genaue Übereinstimmung der vorstehenden Übersetzung mit der angehefteten Ablichtung bestätige ich unter Berufung auf meinen Eid

Salzburg, am 18 08 2011

Mag Martina Pasqualin

JUSTIZ REPUBLIK ÖSTERREICH
FIRMENBUCH

FB

Stichtag 12 8.2011 | Auszug mit historischen Daten | FN 353907 b

Grundlage dieses Auszuges ist das Hauptbuch ergänzt um Daten aus der Urkundensammlung
Die mit 12 08.2011 historischen Daten sind ~~durchgestrichen~~. Gelöschte Rechtsträger und Zweigniederlassungen sind seitlich mit dem Zeichen '#' markiert
Letzte Eintragung am 04.11.2010 mit der Eintragungsnummer 1
zuständiges Gericht Landesgericht Salzburg

FIRMA
1 Lotus Driving Academy GmbH

RECHTSFORM
1 Gesellschaft mit beschränkter Haftung

SITZ in
1 politischer Gemeinde Salzburg

GESCHÄFTSANSCHRIFT
1 Hofhaymer Allee 40 b
5020 Salzburg

GESCHÄFTSZWEIG
1 Marketing / Motorsport

KAPITAL
1 EUR 35 000

STICHTAG für JAHRESABSCHLUSS
1 31 März

VERTRETUNGSBEFUGNIS
1 Die Generalversammlung bestimmt, wenn mehrere Geschäftsführer bestellt sind, deren Vertretungsbefugnis

1 Erklärung über die Errichtung der Gesellschaft vom 20 10.2010 001

GESCHÄFTSFÜHRER (handelsrechtlich)
A Robert Lechner, geb 01 10 1977
1 vertritt seit 04 11.2010 selbständig

	GESELLSCHAFTER	STAMMEINLAGE	HIERAUF GELEISTET
	A Robert Lechner, geb 01 10.1977		
1		EUR 35 000	
1			EUR 35 000
	Summen	EUR 35 000	EUR 35 000

I DECLARE THIS TO BE A COPY TRUE TO THE ORIGINAL

--- PERSONEN ---

1 A Robert Lechner, geb 01 10 1977
1 Troppauer Straße 10c
DEU-83395 Freilassing

A.L. ECERU
GENERAL MANAGER

LOTUS Driving Academy
Lotus Driving Academy
Potash Lane
Hethel, Norwich - Norfolk
NR14 8EZ
England

------------------- VOLLZUGSÜBERSICHT -------------------------------------

Landesgericht Salzburg

1 eingetragen am 04 11 2010 Geschäftsfall 45 Fr 8481/10 s
Antrag auf Neueintragung einer Firma eingelangt am 28 10.2010

------------- INFORMATION DER ÖSTERREICHISCHEN NATIONALBANK ---------------

zum 12.08.2011 gültige Identnummer 10145354

erstellt über Verrechnungsstelle IMD *********************************** HA022
Gerichtsgebühr. EUR 5 3 ********* 12 8 2011 09 10.10,676 25468396 ** ZEILEN 45

Firmenbuch » Auszug

Mag. phil. Martina Pasqualin
Allgem. beeid. u. gerichtl. zertifizierter Dolmetscher für die englische Sprache
SALZBURG

Certified Translation from the German Language

Mag. phil. Martina Pasqualin Allgem beeid u gerichtl zertifizierter Dolmetscher für die englische Sprache SALZBURG

Dr CHRISTIAN SCHOIBER

NOTARY PUBLIC

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office@notar-schoiber at
VAT number ATU57837167
DVR 2110322

CORPORATION TAX
Self-calculation on 21 October 2010
under number 92-210 699/2010
Tax Office Salzburg-Land
Dr Christian Schoiber, Notary public
Saalfelden am Steinernen Meer

File number 1312

First counterpart

NOTARIAL DEED

dated 20 October 2010

recorded by me, Doktor Christian Schoiber, notary public with the seat in 5760 Saalfelden am Steinernen Meer, Almer Strasse 8 ---

In the building at Gniglerstraße 18, 5020 Salzburg, where I went upon request of the party who is, according to himself, off full legal age and capacity, appeared today ---

I DECLARE THIS TO BE A CORRECT TRANSLATION OF THE ORIGINAL DOCUMENT AS COMMISSIONED BY US
A.R EBERL
GENERAL MANAGER

LOTUS Driving Academy

Lotus Driving Academy
Potash Lane
Hethel, Norwich - Norfolk
NR14 8EZ
England

AZ 1282/Dr S/SH/Mantel-Lotus doc

Robert L e c h n e r, born 1 October 1977 (first of October nineteen hundred and seventy-seven), residing at Troppauer Straße 10c, 83395 Freilassing, Germany, and delivered to me this private deed consisting of 5 (five) sheets which is enclosed to this notarial deed --

----

------------------------------------- ARTICLES OF ASSOCIATION -------------------------------------

for notarisation --

I, notary public, have reviewed and signed this private deed within the meaning of § 54 (section fifty-four) of the Austrian Notarial Code --

----

This Notarial Deed recorded by me, including the attached private deed, was read aloud to the party, who acknowledged before me that he had personally signed that document, was approved by the party as reflecting his intent, and thus signed by that party before me, notary public, for the purpose of issuing even multiple counterparts to the party himself, his heirs and successors as well as to "Lotus Driving Academy GmbH" with its corporate seat in the political municipality of Salzburg and its successors --

----

Determination of personal details pursuant to Section sixty eight (68) of the Austrian Notarial Code —

Robert Lechner, holder of the Austrian passport with number Y0551818, issued by the Greater Salzburg district administration (*Bezirkshauptmannschaft*) on 5 July 1995 ---------------------------

ATTORNEY AT LAW
Dr. HELLMUT PRANKL
A-5020 SALZBURG, ERZABT-KLOTZ-STRASSE 12/II
PHONE 0662/843755 - FAX 0662/843755-22
e-mail address dr prankl@salzburg co at

ARTICLES OF ASSOCIATION

established by

Robert Lechner, born 1 October 1977, Austrian citizen, residing at D-83395 Freilassing, Troppauer Straße 10 C, as follows

I Company Name and Registered Office

1 1
The name of the Company is
Lotus Driving Academy GmbH

1 2
The Company has its registered office in the political municipality of 5020 Salzburg.

1 3
The Company may establish branches, permanent establishments and representative offices in Austria and abroad

II Objects

2 1
The Company's object and purpose of business is as follows

- Agency activities/ services (project management), consulting for the automotive industry and partners, if any
- Marketing and motorsport
- Marketing and sale of events, driver training, incentive events, product presentations
- Organisation and execution/implementation of events,
  driver training, incentive events, product presentations as well as related teaching activities
- Instruction services with respect to driving safety and motorsport
- Driving Academy – running various locations
- Racing Academy – running various locations
- Conclusion of contracts of employment and blue-collar contracts, contracts with interested customers, partners, racing drivers or their agents, sponsorship contracts, lease agreements on racing vehicles, roadsters, vehicles and accessories
- Purchase, sale and tuning of racing vehicles, roadsters, vehicles and accessories
- Lease and provision of racing vehicles, roadsters, vehicles and accessories

- Service and maintenance of racing vehicles, roadsters, vehicles and accessories as well as execution of mechanic works
- Trading with racing vehicles, roadsters, vehicles and accessories as well as operating car repair workshops
- Trading with all kinds of goods, incl taking over of relevant commercial agencies, including but not limited to the distribution of racing equipment and parts, textiles and small products
- Support of young pilots and racing drivers
- Marketing in motorsport and sport and (driver/ athletes) management
- Sponsor support

2 2
In addition, the Company may take any action and measure and conduct any business which seems conducive to achieving its purpose of business, such as, in particular

- to acquire and lease and hold interests in other businesses and companies as well as to assume the management and the representation of such businesses and companies, to enter into co-operations, to assume the function of general partner of a limited partnership, to take over commercial agencies which are related to the business of the Company

III Share Capital/ Initial Contributions

The Company's share capital is EUR 35,000 00 and has been fully subscribed and paid up in cash by the shareholder Robert Lechner, born 1 October 1977

IV Commencement and Term, Business Year of the Company

4 1
The Company shall commence upon its registration in the companies register

4 2
The Company is established for an indefinite term

4 3
The first business year commences upon the Company's registration in the companies register and ends on 31 March of the year following the year of registration The other business years end on 31 March of every year.

V. Management and Representation

5 1
The Company has one or more managing directors If several managing directors have been appointed, their signing powers will be decided by the shareholders' meeting

5 2
The managing directors assume the management of the Company and represent the Company in and out of court. When performing their duties, the managing directors shall respect the legal and contractual provisions, the rules of procedure, if any, as well as the instructions of the shareholders' meeting

5 3
Robert Lechner, born 1 October 1977, is hereby appointed as the Company's managing director with single signing power for the period of his shareholder position He may be recalled only for good cause

VI. Shareholders' Meeting

6.1
The resolutions reserved to the shareholders by law and the Articles of Association shall be adopted at the shareholders' meetings or by written vote as set forth in Section 34 of the Austrian Act on Limited Liability Companies (*GmbHG*)

6 2
The shareholders' meeting shall be held at the Company's registered office

6 3
Except as prescribed by law, the managing directors shall convene the shareholders' meeting by written notice, whenever the Company's benefit so requires or if one of the shareholders request such meeting to be held, indicating the purpose, and if this is deemed necessary in the Company's interest

6 4
There must be a period of at least fourteen days between the posting date of the notice and the date of the shareholders' meeting A shareholders' meeting shall be deemed validly convened if the notice is sent by registered letter to the addresses of the shareholders most recently indicated to the Company

6 5
The notice shall state the agenda

6 6
If the shareholders' meeting was not properly convened, resolutions can be adopted only if all shareholders are present or validly represented and none of them raises any objection against this shareholders' meeting being held

6 7
The shareholders' meeting shall form a quorum if all shareholders are present or validly represented

6 8
If a quorum was not present in a shareholders' meeting for any reason whatsoever, another shareholders' meeting with the same agenda shall be convened without undue delay, whereby there must again be a period of at least fourteen days between the posting date of the notice and the date of the shareholders' meeting

This shareholders' meeting so postponed and convened by registered letter shall form a quorum, regardless of the capital present or the represented voting rights This consequence shall be stated in the notice

6 9
Every shareholder may be represented at the shareholders' meeting by any person he/she has authorised or another shareholder who exercises his/her voting rights

The authorisation to represent and execute voting rights shall be issued in writing in the form of a special power of attorney and shall automatically be presented upon the commencement of the general meeting

VII Shareholder Resolutions

Unless provided otherwise by the Austrian Act on Limited Liability Companies or by this Agreement, the Company adopts resolutions by a simple majority of the votes cast

VIII. Right of First Refusal

8 1
If a shareholder wishes to transfer his/her share in whole or in part, the other shareholders have a right of first refusal pursuant to Sections 1072 *et seq* of the Austrian Civil Code

8 2
Every shareholder intending to transfer his/her share in whole or in part is thus obliged to

offer this share to the other shareholders, indicating the terms of contract, including but not limited to the subscription price and the contemplated subscriber

8 3
The shareholders are thus entitled to enter into the transfer agreement – of which they are to be verifiably notified - and to replace the subscriber selected by the transferring shareholder within 30 day upon acknowledgement

8 4
If a shareholder does not exercise this right, the other shareholders who wish to acquire the share may exercise this right in proportion to their initial contribution

8 5
The redemption declaration shall be issued in writing and addressed to the transferring shareholder and the management This redemption declaration shall include the entire share or parts of this share which shall be transferred

8 6
If the transfer has been approved by the court pursuant to Section 77 of the Austrian Act on Limited Liability Companies, the other shareholders shall have a subscription right in proportion of their subscription of the initial contribution. If this subscription right is asserted, the transferring shareholder is obliged to transfer his share in whole or in part to the persons entitled to subscription

8 7
If one of the remaining shareholders does not wish to exercise his/her subscription right himself/herself the other shareholders shall have a subscription right on a pro-rata basis for the time being

8 8
If none of the shareholders exercises this subscription right, one of the shareholders may nominate a third party to the transferring shareholder who is willing to subscribe to the share of the transferring shareholder according to the terms of Section 77 of the Austrian Act on Limited Liability Companies In this case, the transferring shareholder is obliged to transfer his/her share to this nominated third party

8 9 Transfer Price
The shareholder exercising the right of first refusal shall pay the following transfer price to the transferring shareholder

The transfer price is computed as follows
Equity according to the balance sheet (the balance sheet of the year preceding the year in which the transfer is executed shall be applicable), plus

hidden reserves, if any, in the fixed und current assets, plus goodwill which is computed as follows

The profits of the last three business years preceding the year in which the transfer is executed are calculated and added to the profit of the following year (following year means the year following the year in which the transfer is executed) Subsequently, the average profit is computed on the basis of the arithmetical mean This result (number) is multiplied by factor 4 The resulting amount represents the goodwill and is to be added to the amount resulting from the calculation equity according to the balance sheet plus hidden reserves, if any, in fixed and current assets, the then resulting number forms the basis for calculating the claim The transferring shareholder is then entitled to a proportion of this amount corresponding to his/her shareholding (share) in the Limited Liability Company (*GmbH*)

IX. Succession

The shares are divisible and freely inheritable

X. Shareholder's Notice of Termination

10 1
Every shareholder may terminate the Company at the end of a business year by giving 6 calendar months' notice The notice of termination shall be deemed timely given if that notice is posted and sent to the Company and all shareholders by registered letter no later than on the last day before the commencement of the 6-month term

10 2
The management is obliged to verifiably inform all other shareholders about this termination notice without undue delay

10 3
A shareholder's termination does not entail the Company's dissolution if the shareholders having a right of first refusal pursuant to Section VIII and then the other shareholders subscribe to the share of the terminating shareholder in proportion to their initial contributions or if they nominate a third party as subscriber

10 4 Valuation of the share
The valuation principles set out in Section VIII 8 9 shall apply

XI. Attachment and Insolvency

If action is taken to attach a share or if insolvency proceedings are opened in respect of a shareholder's assets, the other shareholders may subscribe to the relevant shareholder's share in proportion of their initial contributions, unless the relevant attachment proceedings and insolvency proceedings, as the case may be, are suspended within not more than 30 after the relevant writ of execution or insolvency order has become final and enforceable The other shareholders may also nominate a third party to subscribe to the relevant share

XII. Exercise of the Subscription Right

12 1
The management is obliged to notify the shareholders without undue delay about the creation of their subscription rights This applies in case of

- the occurrence of a right of first refusal, a transfer,
- court approval pursuant to Section 77 of the Austrian Act on Limited Liability Companies,
- termination,
- shareholder's insolvency or if insolvency against the shareholder is not opened on the grounds of insufficient assets to cover costs, or in case of attachment

12 2
These subscription rights shall be exercised not later than 30 days after the date of postmark of the relevant notice These rights shall be deemed timely exercised if the exercise notice for the attention of the seller and the management board is posted by registered letter no later than on the last day of the 30-day term

12 3
If a subscription right is exercised only in part or not timely, the other shareholders may exercise that rights in proportion to their shares in the Company (subscription right in case of default (*Ausfallsaufgriffsrecht*)), of which they shall also be notified by the management

12 4
If none of the shareholders exercises the subscription right and if the shareholders do not nominate any third party to subscribe to the whole share, the following consequences will arise

12 5
In case of a contemplated transfer, the transferring shareholder may transfer the relevant share in whole or in part,

12 6
In case of attachment or insolvency, the relevant proceedings will be continued and the relevant share will be sold,

12 7
In case of termination the Company will be dissolved,

12 8
In case of encumbrance, the shareholder will remain;

12 9
In case of succession, the nominated successors will remain

XIII. Affidavit

Robert Lechner, born 1 October 1977, declares in lieu of an oath to be an Austrian citizen

XIV. Fees, Costs

14 1
Any costs, fees and taxes of whatever nature arising in connection with registration shall be borne by the Company up to the amount of EUR 5,000 00.

14.2.
The costs, fees and taxes arising in connection with the exercise of the subscription rights provided herein regarding the contractual transfer of shares shall be borne by the subscribing shareholder

XV Rights of Information

Beyond the rights of information pursuant to Section 22 of the Austrian Act on Limited Liability Companies, the shareholders are entitled to obtain, in the context of every shareholders' meeting, information about the Company's latest economic development and to inspect for this purpose its books and records also during the business year

XVI General Provisions/Other Rights

16 1
Unless provided otherwise by these Articles of Association, as amended, the Company is subject to the provisions of the

Austrian Act on Limited Liability Companies dated 6 March 1906 and of the Companies Act

16 2
Any agreement concerning the corporate relationship between shareholders or between the Company and shareholders shall be made in writing to be effective, unless notarisation is required by law. This shall also apply to any waiver of the written form requirement
16 3
Copies if these Articles of Association may be issued to all shareholders, managing directors, future liquidators and to the Company itself in any number, with the person requesting such copies having to bear the cost thereof

16 4
Should any term hereof become ineffective or invalid in whole or in part for any reason whatsoever, this shall not affect the validity of the remaining terms hereof

In such a case, the shareholders shall reinterpret or modify by resolution to be passed at the next shareholders' meeting the ineffective or invalid term to the effect that the economic and legal effects contemplated by the ineffective or invalid term are achieved and reflect the entire purpose of this Agreement

16 5 Choice of Law and Venue
This legal relationship shall be exclusively governed by and construed in accordance with Austrian law which is expressly chosen by the contracting parties In case of disputes, the contracting parties agree to submit themselves to the jurisdiction of Austrian courts and to the court in the City of Salzburg which has subject-matter jurisdiction, any other jurisdiction permitted by law shall be excluded

XVII. Power of Attorney

Robert Lechner authorises Dr Hellmut Prankl, born 7 August 1968, attorney-at law in 5020 Salzburg, Erzabt Klotz Straße 12 / II, who drafted the Articles of Association, to make amendments and modifications of these Articles of Association as may be necessary to register the Company in the companies register (in the form of a notarial deed) and to execute orders of the registry court, if any, as well as to engage in any activities with respect to the companies register which may be necessary and required to register Lotus Driving Academy GmbH, including but not limited to sign, also in a notarised form, all registry filings

Salzburg, this 20 October 2010

[Signature]
1/10/1977

[Signature]
signed pursuant to Section 54 of the Austrian Notarial Code

Official act executed in Salzburg on 20 October 2010 (twentieth of October two thousand and ten) -----

[Signature]

01/10/1977

[Round stamp]	[Signature]
DR CHRISTIAN SCHOIBER	Notary Public
Notary public	
Saalfelden am Steinernen Meer	
Province of Salzburg	

This first counterpart intended for "Lotus Driving Academy GmbH" with its registered seat in the political municipality of Salzburg fully corresponds with the original kept on file by me under file number 1312 ---------------------------------------
Saalfelden am Steinernen Meer, this 21 October 2010 (twenty-first of October two thousand and ten) ---

[Round stamp]
DR CHRISTIAN SCHOIBER
Notary public
Saalfelden am Steinernen Meer
Province of Salzburg

[Signature]
Notary Public

With reference to my oath I hereby certify that the above is a correct translation of the German text produced to me

Salzburg, this 18th day of August 2011

Die genaue Ubereinstimmung der vorstehenden Übersetzung mit der angehefteten Urschrift bestatige ich unter Berufung auf meinen Eid

Salzburg, am 18 08 2011

Mag. phil. Martina Pasqualin
Allgem beeid u gerichtl zertifizierter Dolmetscher für die englische Sprache
SALZBURG

Mag Martina Pasqualin

Dr. CHRISTIAN SCHOIBER
ÖFFENTLICHER NOTAR

Almer Strasse 8
5760 Saalfelden Austria
Tel +43 (0)6582/760 96
Fax +43 (0)6582/76096-6
office@notar-schoiber at
UID ATU57837167
DVR 2110322

GESELLSCHAFTSTEUER
selbstberechnet am 21.10 2010
zu ERFNR 92-210 699/2010
d. FA Salzburg-Land
Dr Christian Schoiber, öffentl. Notar
Saalfelden am Steinernen Meer

Geschaftszahl: 1312

Erste Ausfertigung

NOTARIATSAKT

vom 20 Oktober 2010

aufgenommen von mir, Doktor Christian Schoiber, offentlichem Notar mit dem Amtssitz in 5760 Saalfelden am Steinernen Meer, Almer Strasse 8. ----------
Im Haus Gniglerstraße 18, 5020 Salzburg, wohin ich mich uber Ersuchen der, nach ihren Angaben eigenberechtigten Partei begeben habe, ist heute erschienen: --

I DECLARE THIS TO BE A COPY TRUE TO THE ORIGINAL

A.R. EBERL
GENERAL MANAGER

Lotus Driving Academy

Lotus Driving Academy
Potash Lane
Hethel, Norwich - Norfolk
NR14 8EZ
England

AZ 1282/Dr S/SH/Mantel-Lotus doc

Robert L e c h n e r , geboren am 01.10.1977 (erster Oktober neunzehnhundertsiebenundsiebzig), Troppauer Straße 10c, 83395 Freilassing, Deutschland, und übergab mir die diesem Notariatsakt angeschlossene, aus 5 (fünf) Blättern bestehende Privaturkunde --

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-------- ERRICHTUNGSERKLÄRUNG --------

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zur notariellen Bekräftigung. --

Ich, Notar, habe diese Privaturkunde im Sinne des § 54 (Paragraf vierundfünfzig) der geltenden Notariatsordnung geprüft und unterzeichnet. -----------

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Dieser von mir aufgenommene Notariatsakt wurde samt der Privaturkunde der Partei, welche vor mir anerkannte, dass sie diese Urkunde eigenhändig unterzeichnet hat, vorgelesen, von ihr als ihrem Willen entsprechend genehmigt und sohin mit der Bestimmung zur Hinausgabe auch wiederholter Ausfertigungen an sie selbst, an ihre Erben und Rechtsnachfolger, sowie an die „Lotus Driving Academy GmbH“ mit dem Sitz in der politischen Gemeinde Salzburg und deren Rechtsnachfolgern vor mir, Notar, unterschrieben. ----------------------

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Feststellung der Personalien gemäß Paragraf achtundsechzig (§ 68) Notariatsordnung. --

Robert Lechner durch seinen österreichischen Reisepass Nummer Y0551818, ausgestellt am 05.07.1995 von der Bezirkshauptmannschaft Salzburg Umgebung --

RECHTSANWALT
Dr. HELLMUT PRANKL
A-5020 SALZBURG, ERZABT-KLOTZ-STRASSE 12/II
TELEFON 0662/843755 – TELEFAX 0662/843755-22
e-mail Adresse. dr prankl@salzburg co at

ERRICHTUNGSERKLÄRUNG

erklart von

Robert Lechner, geb. 01.10 1977, osterreichischer Staatsangehoriger, D-83395 Freilassing, Troppauer Straße 10 C, wie folgt

I. Firma und Sitz

1 1
Die Firma der Gesellschaft lautet wie folgt
Lotus Driving Academy GmbH.

1 2.
Der Sitz der Gesellschaft ist in der politischen Gemeinde 5020 Salzburg.

1 3.
Die Gesellschaft ist berechtigt, im In- und Ausland Zweigniederlassungen, Betriebsstatten und Repräsentanzen zu errichten.

II. Gegenstand des Unternehmens

2 1.
Gegenstand und Zweck des Unternehmens ist Folgendes:

- Agenturtätigkeiten / Dienstleistungen (Projekt Management), Beratung (Consulting) für die Automobilindustrie und etwaige Partner
- Marketing und Motorsport
- Marketing und Vertrieb von Events, Fahrertraining, Incentive-Veranstaltungen, Produktprasentationen
- Organisation und Durchführung / Umsetzung von Events, Fahrertraining, Incentive-Veranstaltungen, Produktpräsentationen sowie die damit in Zusammenhang stehende Lehrtätigkeit
- Instruktorleistungen im Fahrsicherheitsbereich und Motorsport
- Driving Academy - das Betreiben verschiedener Locations
- Racing Academy - das Betreiben verschiedener Locations
- Abschluss von Angestellten- und Arbeiterdienstvertragen, Verträgen mit interessierten Kunden, Partnern, Rennfahrern oder deren Vertretern, Sponsorvertragen, Mietverträgen betreffend Rennfahrzeugen, Sportwagen, Kraftfahrzeugen und Zubehor
- An- / Verkauf sowie Tuning von Rennfahrzeugen, Sportwagen, Kraftfahrzeugen und Zubehör
- Vermietung und das Zurverfugung stellen von Rennfahrzeugen, Sportwägen, Kraftfahrzeugen und Zubehor

- Betreuung und Wartung von Rennfahrzeugen, Sportwägen, Kraftfahrzeugen und Zubehör sowie Durchführung von Mechanikerarbeiten
- Handel mit Rennfahrzeugen, Sportwägen, Kraftfahrzeugen und Zubehör sowie der Betrieb von KFZ-Werkstatten
- Handel mit Waren aller Art, inkl Übernahme von einschlägigen Handelsvertretungen, insbesondere der Vertrieb von Rennsport-Equipment und Teilen, Textilien und Kleinartikel
- Betreuung von Nachwuchspiloten und Rennfahrern
- Motorsport- / Sport-Marketing und (Fahrer- / Sportler-) Management
- Sponsorenbetreuung

2 2
Außerdem ist die Gesellschaft zu allen Handlungen, Geschäften und Maßnahmen berechtigt, die zur Erreichung des Gesellschaftszweckes dienlich und forderlich erscheinen wie insbesondere.

- Erwerb und Pacht von, sowie die Beteiligung an anderen Unternehmen und Gesellschaften sowie die Übernahme der Geschäftsführung und Vertretung solcher Unternehmen und Gesellschaften, das Eingehen von Kooperationen, die Übernahme der Komplementarfunktion in einer Kommanditgesellschaft, die Übernahme von Handelsvertretungen, die im Zusammenhang mit der Gesellschaftstätigkeit stehen.

III. Stammkapital / Stammeinlagen

Das Stammkapital der Gesellschaft betragt € 35.000,00 und wurde von dem Gesellschafter Robert Lechner, geb 01 10 1977, zur Gänze übernommen und bar einbezahlt.

IV. Beginn und Dauer, Geschäftsjahr der Gesellschaft

4 1
Die Gesellschaft beginnt mit dem Tag ihrer Eintragung in das Firmenbuch

4 2.
Die Dauer der Gesellschaft ist unbestimmt.

4 3
Das erste Geschäftsjahr beginnt mit der Eintragung der Gesellschaft in das Firmenbuch und endet am darauf folgenden 31 03. des Jahres, welches der Eintragung folgt Die weiteren Geschaftsjahre enden jeweils zum 31.03. eines jeden Jahres

V. Geschäftsführung und Vertretung

5.1
Die Gesellschaft hat einen oder mehrere Geschäftsführer. Die Generalversammlung bestimmt, wenn mehrere Geschäftsführer bestellt sind, deren Vertretungsbefugnis.

5.2
Die Geschaftsführer besorgen die Geschäftsfuhrung der Gesellschaft und vertreten diese gerichtlich wie außergerichtlich Die Geschäftsfuhrer haben bei Ausübung ihrer Funktion die Gesetzes- und Vertragsbestimmungen, eine allfallige Geschäftsordnung sowie die Weisungen der Generalversammlung zu beachten.

5 3.
Zum selbständig vertretungsbefugten Geschäftsfuhrer wird hiermit Robert Lechner, geb. 01.10.1977, längstens auf die Dauer seiner Gesellschaftereigenschaft bestellt. Seine Abberufung ist auf das Vorliegen wichtiger Grunde beschränkt.

VI. Generalversammlung

6.1
Die nach dem Gesetz und dem Gesellschaftsvertrag den Gesellschaftern vorbehaltenen Beschlusse sind in den Generalversammlungen oder durch schriftliche Abstimmung gemäß § 34 GmbHG zu fassen.

6 2.
Die Generalversammlung findet am Sitz der Gesellschaft statt.

6 3.
Die Generalversammlung ist von den Geschäftsführern neben den im Gesetz genannten Fallen immer dann schriftlich einzuberufen, wenn es das Wohl der Gesellschaft erfordert, oder wenn dies von einem Gesellschafter unter Angabe des Zweckes gewünscht und im Interesse der Gesellschaft notwendig erachtet wird.

6.4
Zwischen dem Tag der Postaufgabe des Einberufungsschreibens und dem Tag der Abhaltung der Generalversammlung muss ein Zeitraum von mindestens 14 Tagen liegen Die Einberufung gilt als gültig, wenn sie eingeschrieben an die zuletzt der Gesellschaft bekannt gegebenen Adressen der Gesellschafter erfolgt.

6 5
Die Einberufung hat unter Bekanntgabe der Tagesordnung zu erfolgen

6 6
Eine nicht vorschriftsgemäß einberufene Generalversammlung kann nur dann Beschlusse fassen, wenn alle Gesellschafter anwesend oder rechtsgültig vertreten sind und keiner von ihnen Einwände gegen die Abhaltung der Generalversammlung erhebt

6 7
Die Generalversammlung ist beschlussfahig, wenn alle Gesellschafter anwesend oder rechtsgültig vertreten sind

6.8.
Sollte die Generalversammlung – aus welchen Gründen auch immer – nicht beschlussfähig sein, ist unverzüglich eine neuerliche Generalversammlung mit der gleichen Tagesordnung einzuberufen, wobei zwischen dem Tag der Postaufgabe des Einberufungsschreibens und dem Tag der Generalversammlung wiederum eine Frist von zumindest 14 Tagen liegen muss

Die auf diese Weise vertagte und wieder mittels eingeschriebenen Briefes einberufene Generalversammlung ist unabhängig von der Höhe des von den Anwesenden vertretenen Stammkapitals oder der vertretenen Stimmrechte beschlussfähig Auf diese Rechtsfolge ist in der Einladung hinzuweisen.

6.9.
Jeder Gesellschafter kann sich in der Generalversammlung auch durch eine von ihm bevollmachtigte Person oder einen Gesellschafter vertreten lassen, der/die sein Stimmrecht wahrnimmt.

Die Vollmacht zur Vertretung und Ausübung des Stimmrechtes muss in schriftlicher Form als Spezialvollmacht ausgestellt sein und muss bei Beginn der Generalversammlung unaufgefordert nachgewiesen werden.

VII. Gesellschafterbeschlüsse

Die Gesellschaft fasst ihre Beschlüsse, falls im GmbHG zwingend bzw in diesem Vertrag ausdrücklich nicht etwas anderes bestimmt ist, mit einfacher Mehrheit der abgegeben Stimmen

VIII. Vorkaufsrecht

8 1.
Will ein Gesellschafter seinen Geschäftsanteil oder einen Teil seines Geschäftsanteiles abtreten, dann haben die ubrigen Gesellschafter entsprechend der Bestimmungen der §§ 1072 ff ABGB ein Vorkaufsrecht

8 2
Jeder Gesellschafter ist daher verpflichtet im Falle der beabsichtigten Abtretung seines Geschäftsanteiles oder Teiles eines Geschaftsanteiles

diesen den übrigen Gesellschaftern unter Bekanntgabe der Vertragsbedingungen, insbesondere des Übernahmepreises und des in Aussicht genommenen Übernehmers, anzubieten

8 3
Die Gesellschafter haben sohin das Recht, in den – ihnen nachweislich zur Kenntnis zu bringenden – Abtretungsvertrag innerhalb von 30 Tagen ab Kenntnisnahme anstelle des vom abtretungswilligen Gesellschafter gewahlten Erwerbers einzutreten

8 4
Macht ein Gesellschafter von diesem Recht keinen Gebrauch, wächst es den übrigen übernahmswilligen Gesellschaftern im Verhältnis ihrer Stammeinlage zu

8 5
Die Einlosungserklärung ist schriftlich an den abtretenden Gesellschafter und an die Geschäftsführung zu richten. Diese Einlösungserklärung muss den gesamten, zur Abtretung vorgesehenen Geschaftsanteil oder einen Teil dieses Geschäftsanteiles umfassen

8 6
Sollte im Sinne des § 77 GmbHG die gerichtliche Genehmigung zur Abtretung erteilt worden sein, so steht den ubrigen Gesellschaftern ein Aufgriffsrecht im Verhältnis der Übernahme der Stammeinlage zu Der abtretungswillige Gesellschafter ist im Falle der Geltendmachung des Aufgriffsrechtes verpflichtet, seinen Geschäftsanteil bzw Teile hievon an die Übernahmsberechtigten abzutreten

8.7
Soferne einer der verbleibenden Gesellschafter sein Aufgriffsrecht nicht selbst ausüben will, geht dieses vorerst aliquot auf die restlich verbleibenden Gesellschafter über.

8 8
Wenn keiner der Gesellschafter sein Aufgriffsrecht ausübt, kann einer der Gesellschafter dem abtretungswilligen Gesellschafter einen Dritten namhaft machen, der bereit ist, den Geschaftsanteil des abtretungswilligen Gesellschafters zu den Bedingungen des § 77 GmbhG zu ubernehmen In diesem Fall ist der abtretungswillige Gesellschafter verpflichtet, seinen Geschäftsanteil an den namhaft gemachten Dritten abzutreten

8 9 Abtretungspreis
Jener Gesellschafter, der das Vorkaufsrecht wahrnimmt, hat folgenden Abtretungspreis an den abtretenden Gesellschafter zu bezahlen:

Der Abtretungspreis errechnet sich wie folgt·
Eigenkapital lt. zugrunde liegender Bilanz (es gilt die Bilanz jenes Jahres, welches dem Jahr der Abtretung vorangegangen ist), zuzuglich allfälliger

stiller Reserven im Anlage- und Umlaufvermogen, zuzüglich Firmenwert (Good Will), der wie folgt zu berechnen ist:

Man errechnet die Gewinne der letzten drei Geschäftsjahre vor dem Abtretungsjahr und addiert den Gewinn des Folgejahres (das Folgejahr ist jenes Jahr, welches nach dem Abtretungsjahr folgt) Sodann bildet man mit der Methode des Arithmetischen Mittels den Gewinndurchschnitt. Dieses Ergebnis (Zahl) wird mit dem Faktor 4 multipliziert Der hier errechnete Betrag stellt den Firmenwert dar und ist dieser Betrag mit dem Betrag aus der Berechnung Eigenkapital lt zugrunde liegender Bilanz zuzüglich allfalliger stiller Reserven im Anlage- und Umlaufvermogen zu addieren und bildet sodann die errechnete Zahl die Basis fur die Berechnung des Anspruches Dem abtretenden Gesellschafter gebührt dann von dieser Zahl soviel, wie es seiner Beteiligung (Geschäftsanteil) an der GmbH entspricht.

IX. Erbfolge

Die Geschäftsanteile sind teilbar und frei vererbbar

X. Kündigung durch einen Gesellschafter

10 1
Jeder Gesellschafter ist berechtigt, die Gesellschaft unter Einhaltung einer Kündigungsfrist von 6 Kalendermonaten zum Ende eines Geschaftsjahres aufzukündigen. Die Kündigungsfrist gilt als gewahrt, wenn das Kündigungsschreiben spätestens am letzten Tag vor Beginn der 6monatigen Frist eingeschrieben an die Gesellschaft und an alle Gesellschafter zur Post aufgegeben wird.

10 2
Die Geschaftsfuhrung ist verpflichtet, unverzüglich alle übrigen Gesellschafter nachweislich von der Aufkundigung zu verständigen

10.3.
Die Kündigung eines Gesellschafters hat nicht die Auflösung der Gesellschaft zur Folge, wenn zunächst der die mit einem Vorkaufsrecht gemäß VIII. ausgestatteten Gesellschafter und hernach die übrigen Gesellschafter den Geschäftsanteil des kündigenden Gesellschafters im Verhaltnis ihrer Stammeinlagen ubernehmen oder einen Dritten als Übernehmer namhaft machen

10.4 Bewertung des Geschäftsanteils
Es gelten die Bewertungsvorschriften wie in Punkt VIII. 8 9.

XI. Exekution und Insolvenz

Bei Exekutionsführung auf einen Geschaftsanteil oder der Eroffnung des Konkurses über das Vermögen eines Gesellschafters sind die übrigen Gesellschafter berechtigt, den Geschaftsanteil des betreffenden Gesellschafters im Verhältnis ihrer übernommenen Stammeinlage zu ubernehmen, soferne das betreffende Exekutionsverfahren bzw. Konkursverfahren nicht innerhalb längstens 30 Tagen ab Rechtskraft des bezüglichen Exekutions- bzw. Eroffnungsbeschlusses wieder eingestellt wird. Die ubrigen Gesellschafter konnen für die Übernahme des Geschäftsanteiles auch einen Dritten namhaft machen

XII. Durchführung des Aufgriffrechtes

12.1
Die Geschäftsführung hat die Gesellschafter unverzüglich vom Entstehen ihrer vertraglichen Übernahmsrechte zu benachrichtigen. Dies ist der Fall bei

- Eintritt eines Vorkaufsrechtes, einer Abtretung,
- einer gerichtlichen Genehmigung gemäß § 77 GmbHG,
- Kündigung;
- Insolvenz des Gesellschafters oder wenn mangels Kostendeckung ein Insolvenzverfahren gegen den Gesellschafter nicht eröffnet wird, oder im Exekutionsfall

12.2
Diese Übernahmsrechte sind innerhalb von längstens 30 Tagen ab Postaufgabedatum des Benachrichtigungsschreibens auszuüben. Die Rechte sind rechtzeitig ausgeübt, wenn die Ausübungserklärung spätestens am letzten Tag der 30tägigen Frist eingeschrieben an den Veräußerer sowie an die Geschäftsführung zur Post aufgegeben werden.

12 3
Sollte ein Ubernahmsrecht nur teilweise oder nicht fristgerecht ausgeübt werden, geht es auf die übrigen Berechtigten im Verhaltnis ihrer Beteiligung an der Gesellschaft über („Ausfallsaufgriffsrecht"), wovon sie ebenfalls von der Geschaftsführung zu benachrichtigen sind

12 4
Wird das Aufgriffsrecht von keinem Gesellschafter ausgeübt und wird von den Gesellschaftern kein Dritter zur Ubernahme des ganzen Geschäftsanteiles namhaft gemacht, so hat dies nachstehende Folgen:

12.5.
Im Falle der beabsichtigten Abtretung, dass der abtretungswillige Gesellschafter den betreffenden Geschaftsanteil bzw Teile hievon abtreten kann,

12 6.
Im Exekutions- und Insolvenzfall, dass die betreffenden Verfahren weitergeführt werden und der betroffene Geschäftsanteil verwertet wird,

12.7.
Im Falle der Kündigung: die Auflösung der Gesellschaft,

12 8.
Im Belastungsfall, dass der Gesellschafter verbleibt;

12.9
Im Falle der Erbfolge, dass die berufenen Rechtsnachfolger verbleiben.

XIII. Eidesstattliche Erklärung

Robert Lechner, geb 01 10.1977, erklärt an Eides statt österreichischer Staatsangehöriger zu sein

XIV. Gebühren, Kosten

14 1
Die mit der Eintragung verbundenen Kosten, Gebuhren und Abgaben aller Art werden von der Gesellschaft bis zu einem Betrag von EUR 5.000,– getragen

14.2.
Die im Zuge der Ausubung von in diesem Gesellschaftsvertrag vorgesehenen Aufgriffsrechten für eine vertragliche Abtretung von Geschäftsanteilen entstehenden Kosten, Gebühren und Abgaben trägt jeweils der aufgreifende Gesellschafter

XV. Informationsrechte

Die Gesellschafter sind berechtigt, uber die ihnen durch § 22 GmbhG eingeräumten Informationsrechte hinaus, sich im Rahmen jeder Generalversammlung über die laufende wirtschaftliche Entwicklung der Gesellschaft zu unterrichten und zu diesem Zweck auch während des Geschäftsjahres in deren Bucher und Schriften Einsicht zu nehmen

XVI. Allgemeine Bestimmungen/Sonstige Rechte

16 1
Soweit dieser Gesellschaftsvertrag in seiner gültigen Fassung nichts Abweichendes bestimmt, gelten für die Gesellschaft die Bestimmungen des

Gesetzes über die Gesellschaften mit beschränkter Haftung (GmbhG) vom 06.03.1906 sowie die Vorschriften des Unternehmensgesetzbuches

16 2
Alle das Gesellschaftsverhältnis betreffenden Vereinbarungen zwischen Gesellschaftern oder zwischen der GmbH und Gesellschaftern bedürfen zu ihrer Wirksamkeit der Schriftform, soweit nicht kraft Gesetzes eine notarielle Beurkundung vorgeschrieben ist. Dies gilt auch für einen etwaigen Verzicht auf das Erfordernis der Schriftform
16 3.
Von diesem Vertrag durfen Ausfertigungen in beliebiger Zahl an alle Gesellschafter, Geschäftsführer, künftige Liquidatoren sowie an die Gesellschaft selbst jeweils auf Kosten des Verlangenden erteilt werden

16 4.
Werden einzelne Vertragsbestimmungen – aus welchem Grund auch immer – ganz oder teilweise rechtsunwirksam oder ungültig, so bleibt die Rechtswirksamkeit der übrigen Bestimmungen dieses Vertrages unberuhrt.

In einem solchen Fall habe die Gesellschafter den rechtsunwirksamen oder ungültigen Vertragsbestandteil durch Beschluss der nachsten Generalversammlung so umzudeuten oder zu ergänzen, dass die mit der rechtsunwirksamen oder ungültigen Bestimmung beabsichtigten wirtschaftlichen sowie rechtlichen Auswirkungen erreicht werden und dem Gesamtzweck des Vertrages entsprechen.

16.5 Rechtswahl und Gerichtsstandvereinbarung
Auf das nämliche Rechtsverhältnis ist ausschließlich österreichisches Recht anwendbar und wählen dies die Vertragsparteien auch ausdrücklich. Für den Fall von Rechtsstreitigkeiten vereinbaren die Vertragsparteien einerseits die österreichische Gerichtsbarkeit als zuständig, als auch das sachlich in Betracht kommende Gericht der Landeshauptstadt Salzburg als zustandiges Gericht, unter Verzicht auf einen allfallig anderen gesetzlichen Gerichtsstand

XVII. Vollmacht

Robert Lechner bevollmächtigt den Vertragserrichter Dr. Hellmut Prankl, geb 07.08 1968, Rechtsanwalt in 5020 Salzburg, Erzabt Klotz Straße 12 / II, allfällige für die Eintragung der Gesellschaft in das Firmenbuch notwendige Änderungen des Gesellschaftsvertrages (Notariatsaktform) ebenso vorzunehmen, wie allfallige Aufträge des Firmenbuchgerichtes zu besorgen, sowie sämtliche Firmenbuchhandlungen, welche im Zusammenhang mit der Eintragung der Firma Lotus Driving Academy GmbH notwendig und erforderlich sind, vorzunehmen, insbesondere sämtliche Firmenbucheingaben zu fertigen, dies auch in beglaubigter Form.

Salzburg, am 20.10.2010

01/10/1977

gefertigt gemaß § 54 NO

Auf Amtshandlung in Salzburg, am 20.10.2010 (zwanzigster Oktober zweitausendzehn).--

01/10/1977

DR. CHRISTIAN SCH... Öffentlicher Notar Saalfelden am Steinernen Meer Land Salzburg

öffentlicher Notar

Mag. phil. Martina Pasqualin
Allgem. beeid. u. gerichtl. zertifizierter Dolmetscher für die englische Sprache
SALZBURG

Diese für die Firma "Lotus Driving Academy GmbH" mit dem Sitz in der politischen Gemeinde Salzburg bestimmte erste Ausfertigung stimmt mit der in meinen Akten zu Geschäftszahl 1312 erliegenden Urschrift vollkommen überein. --

Saalfelden am Steinernen Meer, am 21.10.2010 (einundzwanzigster Oktober zweitausendzehn). ---

öffentlicher Notar

FILE COPY

CERTIFICATE OF REGISTRATION OF AN OVERSEA COMPANY

(Registration of a UK establishment)

Company No. FC030419

UK Establishment No. BR015415

The Registrar of Companies hereby certifies that

LOTUS DRIVING ACADEMY

has this day been registered under the Companies Act 2006 as having established a UK Establishment in the United Kingdom.

Given at Companies House on **15th September 2011.**

Companies House — for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES