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(City/State/Zip/Phone #)

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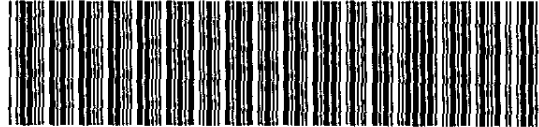
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**TRANSMITTAL LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Tetra Laval Finance & Treasury Besloten Vennootschap (= private company with limited liat  
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

John A. Anthony  
(Name of Person)

Gray Robinson Attorneys at Law  
(Firm/Company)

Suite 2200, 201N. Franklin Street (33602)  
(Address)

Tampa, FL 33601, U.S.A.  
(City/State and Zip code)

For further information concerning this matter, please call:

John A. Anthony at ( 813 ) 273 5066  
(Name of Person) (Area Code & Daytime Telephone Number)

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- ☒ \$70.00 Filing Fee    ☐ \$78.75 Filing Fee & Certificate of Status    ☐ \$78.75 Filing Fee & Certified Copy    ☐ \$87.50 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT  
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO  
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. Tetra Laval Finance & Treasury Besloten Vennootschap Co. \*  
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"  
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")  
\*Actual name in Netherlands: Tetra Laval Finance & Treasury Besloten Vennootschap

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. The Netherlands 3. \_\_\_\_\_  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. June 17, 1977 5. perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. \_\_\_\_\_  
(Date first transacted business in Florida, if prior to registration)  
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. Amsteldijk 166, 1079 LH Amsterdam, The Netherlands  
(Principal office address)

Amsteldijk 166, 1079 LH Amsterdam, The Netherlands  
(Current mailing address)

8. Trading in fruit juice concentrate  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

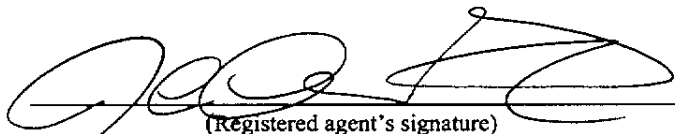
Name: John A. Anthony, GrayRobinson Attorneys

Office Address: Suite 2200, 201 N. Franklin Street (33602)

Tampa, Florida 33601  
(City) (Zip code)

**10. Registered agent's acceptance:**

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

**A. DIRECTORS**

Chairman: Hafliger, Marc

Address: Av. du General Guisan 70, 1009 Pully, Switzerland

Vice Chairman: Svanstrom, Carl-Gustav

Address: Av. du General Guisan 70, 1009 Pully, Switzerland

Director: Mooij, Inge

Address: Amsteldijk 166, 1079 LH Amsterdam, The Netherlands

Director: \_\_\_\_\_

Address: \_\_\_\_\_

**B. OFFICERS**

President: \_\_\_\_\_

Address: \_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

Secretary: \_\_\_\_\_

Address: \_\_\_\_\_

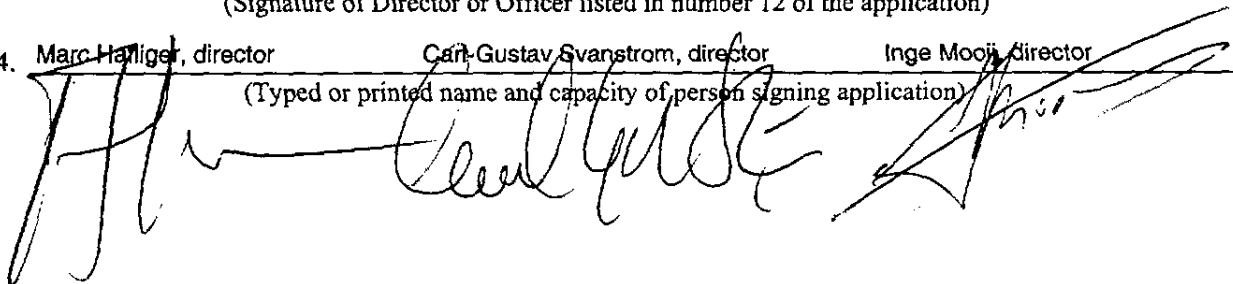
Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. \_\_\_\_\_  
(Signature of Director or Officer listed in number 12 of the application)

14. Marc Hafliger, director Carl-Gustav Svanstrom, director Inge Mooij, director  
(Typed or printed name and capacity of person signing application)



FILED  
JAN 17 1995  
FBI - TAMPA  
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KAMER VAN KOOPHANDEL  
AMSTERDAM

Dossiernummer: 33149245

Blad 00001

Uittreksel uit het handelsregister van de Kamer van Koophandel en Fabrieken voor Amsterdam

Rechtspersoon:

Rechtsvorm	: Besloten vennootschap .....
Naam	: Tetra Laval Finance & Treasury B.V. ....
Statutaire zetel	: Amsterdam .....
Akte van oprichting	: 17-06-1977 .....
Akte laatste statuten- wijziging	: 18-12-2001 .....
Maatschappelijk kapitaal	: EUR 11.500.000,00 .....
Geplaatst kapitaal	: EUR 2.341.600,00 .....
Gestort kapitaal	: EUR 2.341.600,00 .....

Onderneming:

Handelsna(a)m(en)	: Tetra Laval Finance & Treasury B.V. ....
Adres	: Amsteldijk 166, 1079LH Amsterdam .....
Correspondentieadres	: Postbus 74700, 1070DJ Amsterdam .....
Telefoonnummer	: 020-3016777 .....
Faxnummer	: 020-3016766 .....
De besloten vennootschap drijft de onderneming sinds	: 17-06-1977 .....
Bedrijfsomschrijving	: Financieringsmaatschappij .....
Werkzame personen	: 0 .....

Bestuurder(s):

Naam	: Häfliger, Markus .....
Geboortedatum en -plaats	: 17-01-1959, Wikon/Lu, Zwitserland .....
Adres	: Chemin de Sous-Allens 29, 1162 St. Prex, Zwitserland .....
Infunctietreding	: 15-04-1995 .....
Titel	: Directeur .....
Bevoegdheid	: Twee directeuren tezamen bevoegd .....
Naam	: Svanstrom, Carl-Gustav .....
Geboortedatum en -plaats	: 25-05-1960, Orebro, Zweden .....
Adres	: Chemin de la Joliette 2, 1009 Pully, Zwitserland .....
Infunctietreding	: 01-11-2001 .....
Titel	: Directeur .....
Bevoegdheid	: Twee directeuren tezamen bevoegd .....

28-09-2004

Blad 00002 volgt.

HOOFDKANTOOR

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Dossiernummer: 33149245

Blad 00002

Naam	: Mooij, Inge .....
Geboortedatum en -plaats	: 17-11-1964, Beverwijk .....
Adres	: Sportlaan 24, 1906XE Limmen .....
Infunctietreding	: 30-04-2002 .....
Titel	: Directeur .....
Bevoegdheid	: Twee directeuren tezamen bevoegd .....

Gevolmachtigde(n):

Naam	: Bensink, Gezina Janna .....
Geboortedatum en -plaats	: 29-08-1955, Velsen .....
Adres	: Neptunusstraat 25, 1771BS Wieringerwerf .....
Infunctietreding	: 01-09-2002 .....
Titel	: Procuratiehouder .....
Bevoegdheid	: Gezamenlijk bevoegd met een van de directeuren, echter uitsluitend voor de activiteiten van de hoofdvestiging van Tetra Laval Finance & .....
	Treasury B.V. in Nederland .....

Naam	: Zedgitt, Martyn John .....
Geboortedatum en -plaats	: 29-07-1962, Chatham, Verenigd Koninkrijk .....
Adres	: Ch. de Plattex 2, 1803 Chardonne, Zwitserland .....
Infunctietreding	: 01-04-2003 .....
Titel	: Procuratiehouder .....
Bevoegdheid	: Gezamenlijk bevoegd met een van de directeuren, echter uitsluitend voor de activiteiten van de hoofdvestiging van Tetra Laval Finance & .....
	Treasury B.V. in Nederland .....

leen geldig indien door de kamer voorzien van een ondertekening.

28-09-2004

Blad 00003 volgt.

KAMER VAN KOOPHANDEL  
AMSTERDAM

Dossiernummer: 33149245

Blad 00003

Amsterdam, 28-09-2004

Voor uittreksel

*N. Promes*

mw. N. Promes



Seen for the legalization of the signature of:

*N. Promes*

by me Johannes Hendrikus Weijnenborg, civil law notary practicing in Amsterdam  
Amsterdam, 28 September 2004.

HOOFDKANTOOR  
DE RUYTERKADE 5  
POSTBUS 2852, 1000 CW AMSTERDAM  
T (020) 531 40 00 F (020) 531 45 96

File number: 33149245

Page 00001

English translation of an extract from the commercial register of the  
Chamber of Commerce and Industries for Amsterdam

Legal person:

Legal form	: Besloten Vennootschap (Private Limited Liability Company) .....
Name	: Tetra Laval Finance & Treasury B.V. ....
Statutory seat	: Amsterdam .....
Incorporation deed	: 17-06-1977 .....
Deed of latest amendment of articles	: 18-12-2001 .....
Authorized capital	: EUR 11.500.000,00 .....
Issued capital	: EUR 2.341.600,00 .....
Paid up capital	: EUR 2.341.600,00 .....

Undertaking:

Tradenname(s)	: Tetra Laval Finance & Treasury B.V. ....
Address	: Amsteldijk 166, 1079LH Amsterdam .....
Mailing address	: Postbus 74700, 1070DJ Amsterdam .....
Telephone number	: 020-3016777 .....
Fax number	: 020-3016766 .....

The private company

conducts the undertaking

since	: 17-06-1977 .....
Description of business conducted	: See Dutch extract .....
Employees	: 0 .....

Director(s):

Name	: Häfliger, Markus .....
Date and place of birth	: 17-01-1959, Wikon/Lu, Switzerland .....
Address	: Chemin de Sous-Allens 29, 1162 St. Prex, Switzerland .....
Date of entry into office	: 15-04-1995 .....
Title	: Directeur .....
Powers	: Authorised jointly (with other directors, see articles) .....

Name	: Svanstrom, Carl-Gustav .....
Date and place of birth	: 25-05-1960, Orebro, Sweden .....
Address	: Chemin de la Joliette 2, 1009 Pully, Switzerland .....

28-09-2004

Page 00002 follows.





KAMER VAN KOOPHANDEL  
AMSTERDAM

File number: 33149245

Page 00002

Date of entry into office :01-11-2001 .....  
Title :Directeur .....  
Powers :Authorised jointly (with other directors, see .  
articles) .....

Name :Mooij, Inge .....  
Date and place of birth :17-11-1964, Beverwijk .....  
Address :Sportlaan 24, 1906XE Limmen .....  
Date of entry into office :30-04-2002 .....  
Title :Directeur .....  
Powers :Authorised jointly (with other directors, see .  
articles) .....

-----  
Authorized signatory(signatories):

Name :Bensink, Gezina Janna .....  
Date and place of birth :29-08-1955, Velsen .....  
Address :Neptunusstraat 25, 1771BS Wieringerwerf .....  
Date of entry into office :01-09-2002 .....  
Title :Procuratiehouder .....  
Powers :Restricted power of attorney .....

Name :Zedgitt, Martyn John .....  
Date and place of birth :29-07-1962, Chatham, United Kingdom .....  
Address :Ch. de Plattex 2, 1803 Chardonne, Switzerland .  
Date of entry into office :01-04-2003 .....  
Title :Procuratiehouder .....  
Powers :Restricted power of attorney .....

Issued by the chamber of commerce

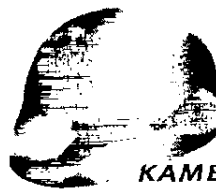
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KAMER VAN KOOPHANDEL  
AMSTERDAM

File number: 33149245

Page 00003

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Amsterdam, 28-09-2004

For extract



mw. N. Promes

HOOFDKANTOOR

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**CERTIFICATE**

The undersigned,

Johannes Hendrikus Weijenborg, civil law notary at Amsterdam,

certifies that the attached document is a fair English translation of the deed of incorporation of:

**Tetra Laval Finance & Treasury B.V.**  
having its official seat at Amsterdam.

In this translation an attempt has been made to be as literal as possible without jeopardising the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

The ministerial declaration of no objections was granted on 12 December, 2001  
under number B.V. 180.868.

Amsterdam, 9 January 2002.

\_\_\_\_\_  
J.H. Weijenborg



MAATSELSCHAP

FILED

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

## AMENDMENT OF THE ARTICLES OF ASSOCIATION

On the eighteenth day of December two thousand and one appeared before me, \_\_\_\_\_  
mr. Johannes Hendrikus Weijenborg, civil law notary at Amsterdam: \_\_\_\_\_  
mrs. Evelien Helena Schulte, with office address at 1077 ZX Amsterdam, Strawinskylaan  
3127, born in Emmen on the seventh day of January nineteen hundred seventy-five. \_\_\_\_\_  
The appearer has declared that: \_\_\_\_\_

- the general meeting of shareholders of the private company with limited liability:  
Tetra Laval Finance & Treasury B.V., with corporate seat at Amsterdam and its  
offices at Amsteldijk 166, 1079 LH Amsterdam, registered with the trade register  
under number 33149245, hereinafter referred to as: "the company", has resolved on  
the seventeenth day of October two thousand and one to amend and to completely  
renew the articles of association of the company as stated hereinafter as well as to  
authorise the appearer to execute this deed of amendment of the articles of  
association of which resolutions appear from the shareholders' resolution attached  
to this deed. \_\_\_\_\_
- the articles of association of the company were amended lastly by deed executed  
by A.D.G. Heering, civil law notary at Amsterdam, on the twenty-third day of  
April nineteen hundred and ninety-three, on the draft of which deed the ministerial  
statement of no objections was granted on the twenty-second day of April nineteen  
hundred and ninety-three, under number B.V. 180.868. \_\_\_\_\_

In order to execute said resolution to amend the articles of association, the appearer has  
declared to amend and to completely renew the articles of association as follows: \_\_\_\_\_

### CHAPTER I. \_\_\_\_\_

#### Definitions. \_\_\_\_\_

#### Article 1. \_\_\_\_\_

In these articles of association the following expressions shall have the following  
meanings: \_\_\_\_\_

- a. the general meeting: the body of the company formed by shareholders; \_\_\_\_\_
- b. the general meeting of shareholders: the meeting of shareholders; \_\_\_\_\_

- c. the distributable part of the net assets: that part of the company's net assets which exceeds the aggregate of the issued capital and the reserves which must be maintained by virtue of law; \_\_\_\_\_
- d. the annual accounts: the balance sheet and the profit and loss account with the explanatory notes; \_\_\_\_\_
- e. the annual meeting: the general meeting of shareholders held for the purpose of discussion and adoption of the annual accounts; \_\_\_\_\_
- f. auditor: a "register-auditor" or other auditor referred to in Article 393, Book 2 of the Civil Code, as well as an organisation within which such auditors practice. —

## CHAPTER II. \_\_\_\_\_

**Name, seat, objects.** \_\_\_\_\_

**Article 2. Name and seat.** \_\_\_\_\_

- 1. The name of the company is: \_\_\_\_\_

**Tetra Laval Finance & Treasury B.V.** \_\_\_\_\_

- 2. The official seat of the company is in Amsterdam. \_\_\_\_\_

**Article 3. Objects.** \_\_\_\_\_

The objects of the company are: \_\_\_\_\_

- a. to incorporate, to participate in any way whatsoever, to manage, to supervise, to operate and to promote enterprises, businesses and companies; \_\_\_\_\_
- b. to finance businesses and companies; \_\_\_\_\_
- c. to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness as well as to enter into agreements in connection with the aforementioned; \_\_\_\_\_
- d. to supply advice and to render services to enterprises and companies with which the company forms a group and to third parties; \_\_\_\_\_
- e. to render guarantees, to bind the company and to pledge its assets for obligations of the companies and enterprises with which it forms a group and on behalf of third parties; \_\_\_\_\_
- f. to obtain, alienate, manage and exploit registered property and items of property in general; \_\_\_\_\_
- g. to trade in currencies, securities and items of property in general; \_\_\_\_\_
- h. to develop and trade in patent, trade marks, licenses, know-how and other industrial propertyrights; \_\_\_\_\_
- i. to perform any and all activity of industrial, financial or commercial nature; \_\_\_\_\_ as well as everything pertaining to the foregoing, relating thereto or conducive thereto, all in the widest sense of the word. \_\_\_\_\_

The company shall furthermore be entitled, for the purpose of the protection of its equity to transfer all the component parts of its equity that are situated outside the territory of the Kingdom of the Netherlands in Europe, \_\_\_\_\_

- inclusive of shares in companies governed by a system of Law other than that of the Kingdom of the Netherlands in Europe - or a portion of the aforesaid component parts in its equity, whether revocably or irrevocably, in trust in accordance with any Anglo-American system of Law, or to transfer these by means of a fiduciary passing of ownership, to one or more Trustees or confidential persons, among them individuals, bodies corporate or companies, that is to say that those component parts of its equity shall be held by the Trustees or confidential persons for the benefit of the company, its shareholders, creditors or other persons, appointed with the consent of the General Meeting of Shareholders, by the Board of Management, all of this in accordance with the provisions by which the trust relationship or the fiduciary ownership are governed. —

### **CHAPTER III.** —

#### **Capital and shares. Register.** —

##### **Article 4. Authorised capital.** —

1. The authorised capital amounts to eleven million five hundred thousand euros (EUR 11,500,000). —
2. The authorised capital is divided into one hundred fifteen thousand (115,000) shares of one hundred euros (EUR 100) each. —
3. All shares are to be registered shares. No share certificates shall be issued. —

##### **Article 5. Register of shareholders.** —

1. The management board shall keep a register in which the names and addresses of all shareholders are recorded, showing the date on which they acquired the shares, the date of the acknowledgement or notification, and the amount paid on each share. —
2. The names and addresses of those with a right of usufruct ('life interest') or a pledge on the shares shall also be entered in the register, stating the date on which they acquired the right, and the date of acknowledgement or notification. —
3. Each shareholder, each beneficiary of a life interest and each pledgee is required to give written notice of his address to the company. —
4. The register shall be kept accurate and up to date. All entries and notes in the register shall be signed by a member of the management board. —

5. On application by a shareholder, a beneficiary of a life interest or a pledgee, the management board shall furnish an extract from the register, free of charge, insofar as it relates to his rights in a share. —

6. The management board shall make the register available at the company's office for inspection by the shareholders. —

### **CHAPTER IV.** —

#### **Issuance of shares. Own shares.** —

##### **Article 6. Issuance of shares.** —

##### **Body of the company competent to issue shares.** —

##### **Notarial deed.** —

1. The issuance of shares may only be effected pursuant to a resolution of the general meeting, insofar as the general meeting has not designated another body of the company in this respect. \_\_\_\_\_
2. The issuance of a share shall furthermore require a deed drawn up for that purpose in the presence of a civil law notary registered in the Netherlands to which those involved are party. \_\_\_\_\_

**Article 7. Conditions of issuance. Rights of pre-emption.** \_\_\_\_\_

1. A resolution for the issuance of shares shall stipulate the price and further conditions of issuance. \_\_\_\_\_
2. Upon issuance of shares, each shareholder shall have a right of pre-emption in proportion to the aggregate nominal amount of his shares, subject to the limitations set by law. \_\_\_\_\_
3. Shareholders shall have a similar right of pre-emption if options are granted to subscribe for shares. \_\_\_\_\_
4. Prior to each single issuance the right of pre-emption may be limited or excluded by the body of the company competent to issue. \_\_\_\_\_

**Article 8. Payment for shares.** \_\_\_\_\_

1. The full nominal amount of each share must be paid in on issue. \_\_\_\_\_
2. Payment for a share must be made in cash insofar as no other manner of payment has been agreed on. Payment in foreign currency can be made only after approval by the company. \_\_\_\_\_

**Article 9. Own shares.** \_\_\_\_\_

1. When issuing shares, the company shall not be entitled to subscribe for its own shares. \_\_\_\_\_
2. The company may, subject to the relevant provisions of the law, acquire fully paid in shares in its own capital or depository receipts thereof, up to the maximum permitted by law. \_\_\_\_\_
3. The company may give loans with a view to the subscription for or acquisition of shares in its capital or depository receipts thereof, but only up to the amount of the distributable reserves. \_\_\_\_\_
4. The disposal of shares or depository receipts thereof held by the company shall be effected pursuant to a resolution of the general meeting, with due observance of the provisions of the blocking clause. \_\_\_\_\_
5. No voting rights may be exercised in the general meeting for any share held by the company or any of its subsidiaries, nor in respect of any share of which the company or any of its subsidiaries holds depository receipts. \_\_\_\_\_

**CHAPTER V.** \_\_\_\_\_

**Transfer of shares. Limited rights.** \_\_\_\_\_

**Issuance of depository receipts.** \_\_\_\_\_

**Article 10. Transfer of shares. Shareholders' rights.** \_\_\_\_\_

**Life interest ("Vruchtgebruik"). Pledging ("Pandrecht").** \_\_\_\_\_

**Issuance of depository receipts.** \_\_\_\_\_

1. The transfer of a share or the transfer of a right in rem thereon shall require a deed drawn up for that purpose in the presence of a civil law notary registered in the Netherlands to which those involved are party. \_\_\_\_\_
2. Unless the company itself is party to the legal act, the rights attached to the share can only be exercised after the company has acknowledged said legal act or said deed has been served on it in accordance with the relevant provisions of the law. —
3. If a share is pledged or the owner creates a life interest in a share, the voting right can be assigned to the beneficiary of the life interest or the pledgee. \_\_\_\_\_
4. The company shall not cooperate to the issuance of depository receipts for its shares. \_\_\_\_\_

**CHAPTER VI.** \_\_\_\_\_

**Blocking clause.** \_\_\_\_\_

**Article 11.** \_\_\_\_\_

1. Any shareholder wishing to transfer one or more shares, shall first offer to sell those shares to his co-shareholders in accordance with the provisions of this article. The obligation to make this offer is not applicable if, either all shareholders have given their written approval to the proposed transfer, which approval shall be valid for a period of three months, or a shareholder is obligated by law to transfer his shares to a prior shareholder. \_\_\_\_\_  
In case of allotment in the event of partition of a joint property - with the exception of allotment to the person from whose side the shares have fallen into the joint property - the allotment shall be considered as a transfer of one or more shares. —
2. The price at which the shares can be purchased by the other shareholders shall be agreed between the offeror and his co-shareholders. Failing agreement between the parties the price shall be set by an independent expert on request by the most willing party to be appointed by the chairman of the Chamber of Commerce and Industry in whose district the company has its official seat, unless the expert is appointed by the parties by mutual consent. The expert referred to in the preceding sentence shall be authorised to inspect all books and records of the company and to obtain all such information as will be useful for his setting the price. \_\_\_\_\_
3. If the co-shareholders together are interested in purchasing more shares than have been offered, the offered shares shall be distributed among them as far as possible in proportion to the shareholding of each interested party. However no interested party shall thus acquire more shares than he has applied for. \_\_\_\_\_
4. The offeror remains entitled to withdraw his offer, provided he does so within one month after he is informed to which interested parties he can sell all the shares included in the offer and at what price. \_\_\_\_\_



5. If it is established that the co-shareholders do not accept the offer or that not all shares included in the offer shall be purchased against payment in cash, the offeror shall be free to transfer the shares within three months thereafter to whomsoever he wishes. \_\_\_\_\_
6. The company itself as holder of one or more shares shall be entitled to apply for the offered shares only with the consent of the offeror. \_\_\_\_\_
7. In case of suspension of payments, bankruptcy or placement under curatorship of a shareholder and in case of appointment of an administrator by the court over the property of a shareholder or over his shares in the company or in case of death of a shareholder who is an individual, the shares of the shareholder concerned shall be put on offer in accordance with the foregoing provisions hereof, within three months of the relevant event. If applications are made for all shares on offer, the offer may not be withdrawn. \_\_\_\_\_

## **CHAPTER VII.** \_\_\_\_\_

### **Management.** \_\_\_\_\_

#### **Article 12. Management board.** \_\_\_\_\_

The management of the company shall be constituted by a management board, consisting of one or more members. \_\_\_\_\_

#### **Article 13. Appointment. Suspension and dismissal.** \_\_\_\_\_

#### **Remuneration.** \_\_\_\_\_

1. The general meeting shall appoint the members of the management board. \_\_\_\_\_
2. A member of the management board may at any time be suspended or dismissed by the general meeting. \_\_\_\_\_
3. The general meeting shall determine the remuneration and further conditions of employment for each member of the management board. \_\_\_\_\_

#### **Article 14. Duties of the management board.** \_\_\_\_\_

#### **Decision making process. Allocation of duties.** \_\_\_\_\_

1. Subject to the restrictions imposed by these articles of association, the management board shall be entrusted with the management of the company. \_\_\_\_\_
2. The management board may lay down rules regarding its own decision making process. \_\_\_\_\_
3. Resolutions of the management board may also be adopted in writing without recourse to a management board meeting, provided they are adopted by a unanimous vote of all members of the management board. The expression in writing shall include any document transmitted by current means of communication and received in writing. \_\_\_\_\_
4. The management board may determine the duties with which each member of the management board will be charged in particular. \_\_\_\_\_

#### **Article 15. Representation.** \_\_\_\_\_

1. The management board shall be authorised to represent the company. Two members of the management board acting jointly are also authorised to represent the company. \_\_\_\_\_
2. The management board may appoint staff members with general or limited power to represent the company. Each staff member shall be competent to represent the company with due observance of any restrictions imposed on him. The management board shall determine their titles. \_\_\_\_\_
3. In the event of a conflict of interest between the company and a member of the management board, the company shall be represented by one of the other members of the management board. The general meeting shall at all times be competent to designate one or more other persons for this purpose. If it concerns a conflict of interest between the company and all members of the management board, or the sole member of the management board, the company shall be represented by one or more persons to be designated by the general meeting. \_\_\_\_\_
4. Without regard to whether a conflict of interest exists or not, all legal acts of the company vis-à-vis a holder of all of the shares, or vis-à-vis a participant in a marital community of which all of the shares form a part, whereby the company is represented by such shareholder or one of the participants, shall be put down in writing. For the application of the foregoing sentence, shares held by the company or its subsidiaries shall not be taken into account. \_\_\_\_\_
5. Paragraph 4 does not apply to legal acts that, under their agreed terms, form part of the normal course of business of the company. \_\_\_\_\_

**Article 16. Approval of decisions of the management board.** \_\_\_\_\_

1. The general meeting is entitled to require resolutions of the management board to be subject to its approval. These resolutions shall be clearly specified and notified to the management board in writing. \_\_\_\_\_
2. The lack of approval referred to in paragraph 1 does not affect the authority of the management board or its members to represent the company. \_\_\_\_\_

**Article 17. Absence or prevention.** \_\_\_\_\_

If a member of the management board is absent or prevented from performing his duties, the remaining members or member of the management board shall be temporarily entrusted with the entire management of the company. If all members of the management board, or the sole member of the management board, are absent or prevented from performing their duties, the management of the company shall be temporarily entrusted to the person designated for this purpose by the general meeting. \_\_\_\_\_

**CHAPTER VIII.** \_\_\_\_\_

**Annual accounts. Profits.** \_\_\_\_\_

**Article 18. Financial year.** \_\_\_\_\_

**Drawing up of the annual accounts. Auditor.** \_\_\_\_\_

1. The financial year shall be the calendar year. \_\_\_\_\_

2. Annually, not later than five months after the end of the financial year, unless by reason of special circumstances this term is extended by the general meeting by not more than six months, the management board shall draw up annual accounts. —
3. The annual accounts shall be signed by all the members of the management board. If the signature of one or more of them is lacking, this shall be stated and reasons given. —

4. The company may, and if the law so requires shall, appoint an auditor to audit the annual accounts. —

**Article 19. Adoption of the annual accounts. Publication.** —

1. The general meeting shall adopt the annual accounts. —
2. The company shall publish the annual accounts within eight days following the adoption thereof subject to statutory exemptions, if applicable. —

**Article 20. Profits.** —

1. The general meeting shall determine the allocation of accrued profits. —
2. Dividends may be paid only up to an amount which does not exceed the amount of the distributable part of the net assets. —
3. Dividends shall be paid after adoption of the annual accounts from which it appears that payment of dividends is permissible. —
4. The board of directors, may subject to due observance of paragraph 2, resolve to pay an interim dividend. —
5. The general meeting may, subject to due observance of paragraph 2, resolve to make payments to the charge of any reserve which need not be maintained by virtue of the law. —
6. A claim of a shareholder for payment of dividend shall be barred after five years have elapsed. —

**CHAPTER IX.** —

**General meetings of shareholders.** —

**Article 21. Annual meeting. Other meetings. Convocation.** —

1. The annual meeting shall be held annually, and not later than six months after the end of the financial year, for the purpose of discussion and adoption of the annual accounts. When the general meeting of shareholders resolves to extend the term to draw up annual accounts, then the annual meeting for the purpose of discussion and adoption of the annual accounts will be held within one month after the expiry of this term. —
2. Other general meetings of shareholders shall be held as often as the management board deems such necessary. —
3. General meetings of shareholders shall be convoked by the management board, by letter mailed to the addresses of the shareholders as shown in the register of shareholders. —

4. The convocation shall take place no later than on the fifteenth day prior to the date of the meeting. \_\_\_\_\_
5. The general meetings of shareholders shall be held in the municipality in which the company has its official seat according to these articles of association, or in the municipality The Hague, Rotterdam or Haarlemmermeer. \_\_\_\_\_
6. The general meetings shall itself appoint its chairman. Until that moment a member of the management board shall act as chairman and in the absence of such a member the eldest person present at the meeting shall act as chairman. \_\_\_\_\_
7. The members of the management board shall, as such, have the right to give advice in the general meeting of shareholders. \_\_\_\_\_

**Article 22. Waiver of formalities. Records.** \_\_\_\_\_

1. As long as the entire issued capital is represented at a general meeting of shareholders valid resolutions can be adopted on all subjects brought up for discussion, even if the formalities prescribed by law or by the articles of association for the convocation and holding of meetings have not been complied with, provided such resolutions are adopted unanimously. \_\_\_\_\_
2. The management board keeps a record of the resolutions made. If the management board is not represented at a meeting, the chairman of the meeting shall provide the management board with a transcript of the resolutions made as soon as possible after the meeting. The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs. \_\_\_\_\_

**Article 23. Voting rights.** \_\_\_\_\_

1. Each share confers the right to cast one vote. \_\_\_\_\_
2. The right to take part in the meeting may be exercised by a proxy authorised in writing. \_\_\_\_\_
3. To the extent that the law does not require a qualified majority, all resolutions shall be adopted by a majority of the votes cast. \_\_\_\_\_
4. If there is a tie of votes the proposal is thus rejected. \_\_\_\_\_

**Article 24. Resolutions outside of meetings. Records.** \_\_\_\_\_

1. Resolutions of shareholders may also be adopted in writing without recourse to a general meeting of shareholders, provided they are adopted by a unanimous vote representing the entire issued capital. The provision of article 14 paragraph 3, second sentence, shall apply correspondingly. \_\_\_\_\_
2. The aforesaid manner of adopting resolutions shall not be possible if depository receipts in respect of shares of the company have been issued with the company's cooperation nor if there are persons to whom, as a result of a life interest in or a pledge of shares, the law attributes the rights accruing to holders of depository receipts in respect of shares issued with the company's cooperation. \_\_\_\_\_

3. The provisions of article 21 paragraph 7 shall apply correspondingly to the adoption of resolutions outside a meeting as referred to in paragraph 1. \_\_\_\_\_
4. The management board shall keep a record of the resolutions thus made. The records shall be deposited at the offices of the company for inspection by the shareholders. Each of the shareholders must procure that the management board is informed in writing of the resolutions made in accordance with paragraph 1 as soon as possible. Upon request each of the shareholders shall be provided with a copy or an extract of such record at not more than the actual costs. \_\_\_\_\_

#### **CHAPTER X.** \_\_\_\_\_

##### **Amendment of the articles of association and dissolution.** \_\_\_\_\_

##### **Liquidation.** \_\_\_\_\_

##### **Article 25.** \_\_\_\_\_

##### **Amendment of the articles of association and dissolution.** \_\_\_\_\_

The general meeting has the power to amend the articles of association and to dissolve the company. When a proposal to amend the articles of association or to dissolve the company is to be made to the general meeting, this must be mentioned in the notification of the general meeting of shareholders. As regards an amendment of the articles of association, a copy of the proposal including the text of the proposed amendment must at the same time be deposited and held available at the company's office for inspection by shareholders and depository receipt holders until the end of the meeting. \_\_\_\_\_

##### **Article 26. Liquidation.** \_\_\_\_\_

1. In the event of dissolution of the company by virtue of a resolution of the general meeting, the members of the management board shall be charged with the liquidation of the business of the company, unless the general meeting charges other persons with the liquidation. \_\_\_\_\_  
The general meeting shall determine the reward for the liquidators. \_\_\_\_\_
2. During liquidation, the provisions of these articles of association shall remain in force as far as possible. \_\_\_\_\_
3. The balance remaining after payment of debts shall be transferred to the shareholders in proportion to the aggregate amount of their shareholdings. \_\_\_\_\_
4. The liquidation shall furthermore be subject to the provisions of Title 1, Book 2 of the Dutch Civil Code. \_\_\_\_\_

##### **Transitory provisions** \_\_\_\_\_

Today, up until the present amendment of the articles of association has taken effect, the issued share capital of the company amounts to five million one hundred sixty thousand guilders (NLG 5,160,000), divided into five thousand one hundred sixty (5,160) shares of one thousand guilders (NLG 1,000) each. Upon the execution of this deed all issued shares will be converted into twenty-three thousand four hundred sixteen (23,416) shares with a par value of one hundred euros (EUR 100), after which

the issued capital shall amount to two million three hundred forty-one thousand six hundred euros (EUR 2,341,600). \_\_\_\_\_

The premium reserve will be reduced with the difference between two million three hundred forty-one thousand six hundred euros (EUR 2,341,600) and five million one hundred sixty thousand guilders (NLG 5,160,000). \_\_\_\_\_

The ministerial declaration of no objections was granted on the twelfth day of December two thousand and one, under number B.V. 179.004, as stated in the written declaration of the Ministry of Justice, which is attached to this instrument. \_\_\_\_\_

The appearer is known to me, civil law notary. \_\_\_\_\_

THIS DEED, \_\_\_\_\_  
drawn up to be kept in the civil law notary's custody was executed in Amsterdam on the date first above written. \_\_\_\_\_

The contents of this instrument were given and explained to the appearer. \_\_\_\_\_

She then declared that she had timely noted and approved the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the appearer and by me, civil law notary. \_\_\_\_\_

(Was signed by the appearer and the civil law notary). \_\_\_\_\_

NOTARY PUBLIC  
FLORIDA