

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5319761

The Registrar of Companies for England and Wales hereby certifies that  
IPLPERSECO LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, London, the 22nd December 2004



\*N05319761J\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.

CHFP010.

Company Name in full

5319761

IPLPerseco Limited

I, Susan Williams an authorised signatory  
of DWS Secretaries Limited

of One Fleet Place, London EC4M 7WS

† Please delete as appropriate

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

S. Williams

Declared at

Wethers LLP

Day Month Year

on

2 2 1 2 2 0 0 4

● Please print name

● before me

C Blackmore

Signed

[Signature]

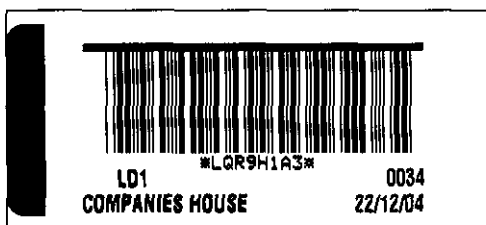
Date

22/12/04

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Denton Wilde Sapte, One Fleet Place	
London EC4M 7WS	
Tel	
DX number	DX exchange



When you have completed and signed the form please send it to the Registrar of Companies at:  
**Companies House, Crown Way, Cardiff, CF14 3UZ** DX 33050 Cardiff  
 for companies registered in England and Wales  
 or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
 for companies registered in Scotland DX 235 Edinburgh

Please complete in typescript,  
or in bold black capitals.

CHFP010.

Notes on completion appear on final page

## Company Name in full

## First directors and secretary and intended situation of registered office

5319761
IPLPerseco Limited

## Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County / Region

Five Chancery Lane
Clifford's Inn
London
Postcode EC4A 1BU

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

<input checked="" type="checkbox"/>	Denton Wilde Sapte
	One Fleet Place
	London
	Postcode EC4M

Number of continuation sheets attached

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Denton Wilde Sapte
One Fleet Place, London EC4M 7WS
Tel 020 7246 7002
DX number                      DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ      DX 33050 Cardiff**  
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or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland      **DX 235 Edinburgh**



LD1      \*LQR911A4\*      0033  
COMPANIES HOUSE      22/12/04

**Company Secretary** (See notes 1-5)

Company name		IPLPerseco Limited	
Name	* Style / Title		* Honours etc
Forename(s)		DWS Secretaries Limited	
Surname			
Previous forename(s)			
Previous surname(s)			
Address		Five Chancery Lane	
Usual residential address		Clifford's Inn	
For a corporation, give the registered or principal office address.		Post town	London
County / Region		Postcode	EC4A 1BU
Country			
I consent to act as secretary of the company named on page 1			
Consent signature		Date 01/12/04	
		For and on behalf of DWS Secretaries Limited Director/Authorised Signatory	

**Directors** (see notes 1-5)

Please list directors in alphabetical order

Name	* Style / Title		* Honours etc
Forename(s)		Gero	
Surname		Liebig	
Previous forename(s)			
Previous surname(s)			
Address		Kuhdyk 13, 47647 Kerken	
Usual residential address			
For a corporation, give the registered or principal office address.		Post town	
County / Region		Postcode	
Country		GERMANY	
Date of Birth		Nationality GERMAN	
		Day Month Year 1 6 0 3 1 9 6 8	
Business occupation		Head of Promotion, Packaging and Purchasing Services	
Other directorships		None	
I consent to act as director of the company named on page 1			
Consent signature		Date Dec 1, 2004	

**Company Secretary** (See notes 1-5)

(continued)

Company name

Name \* Style / Title

\* Honours etc

\* Voluntary details.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give  
the registered or principal  
office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

Name \* Style / Title

\* Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give  
the registered or principal  
office address.

Post town

County / Region

Postcode

Country

Pfronter Weg 6, 47249 Duisburg

GERMANY

Date of Birth

Day Month Year

2 5 0 3 1 9 6 2

Nationality

GERMAN

Business occupation

Head of Marketing Services

Other directorships

None

I consent to act as director of the company named on page 1

Consent signature

Date

11/12/04

**Company Secretary** (See notes 1-5)

(continued)

Company name

Name \* Style / Title

\* Honours etc

\* Voluntary details.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give  
the registered or principal  
office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

Name \* Style / Title

\* Honours etc

Forename(s) Valentin

Surname Balasoiu

Previous forename(s)

Previous surname(s)

Address

Mexic str, nr 2, BI I3, Ap 26, Bucharest

Usual residential address

For a corporation, give  
the registered or principal  
office address.

Post town

County / Region

Postcode

Country ROMANIA

Day Month Year

Date of Birth

0 1 0 1 1 9 6 8

Nationality Romanian

Business occupation

Head of Purchasing Services

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

30.11.2004

## Directors

(see notes 1-5)

\* Style / Title

\* Honours etc

\* Voluntary details.

Forename(s)

**Surname**

Previous forename(s)

Previous surname(s)

### Address

**Usual residential address**

For a corporation, give the registered or principal office address.

## Post town

County / Region

Postcode

Country

Day Month Year

**Date of Birth**

### Nationality

### Business occupation

## Other directorships

I consent to act as director of the company named on page 1

### Consent signature

**Date**

**This section must be signed  
by Either  
an agent on behalf of all  
subscribers**

**Signed**

**Date**

### Or the subscribers

(i.e. those who signed as members on the memorandum of association).

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

593752



## The Companies Act 1985 to 1989

### Company Limited by Shares

## Memorandum of Association of IPLPerseco Limited

### § 1 Company Name and Registered Office

- 1.1 The name of the Company is IPLPerseco Limited.
- 1.2 The Company's registered office is to be situated in England.

### § 2 The Purpose of the Company

- 2.1 The object of the Company is to be a general commercial company and in particular but without limitation:

- to trade in any kind of food and non-food goods;
- to execute the development, graphics design, sourcing, purchase and procurement in particular but not solely for commercial and consumer packaging and promotional products of all kinds, to ensure the quality of such products and to participate in the production, manufacture, construction, assembly, design, refinement, alteration, conversion, refitting and treatment thereof as well as to render marketable materials;
- to provide supply chain management, logistics and distribution services related in particular but not solely to the aforementioned goods and products;
- to participate in, guide and consult to other companies or enterprises or their management;
- to acquire, to participate in and to co-operate with other companies or enterprises;
- to administer and use commercially the real estate of the Company or its affiliated companies;
- to acquire, sell, lease and let real estate;
- to administer assets in general.

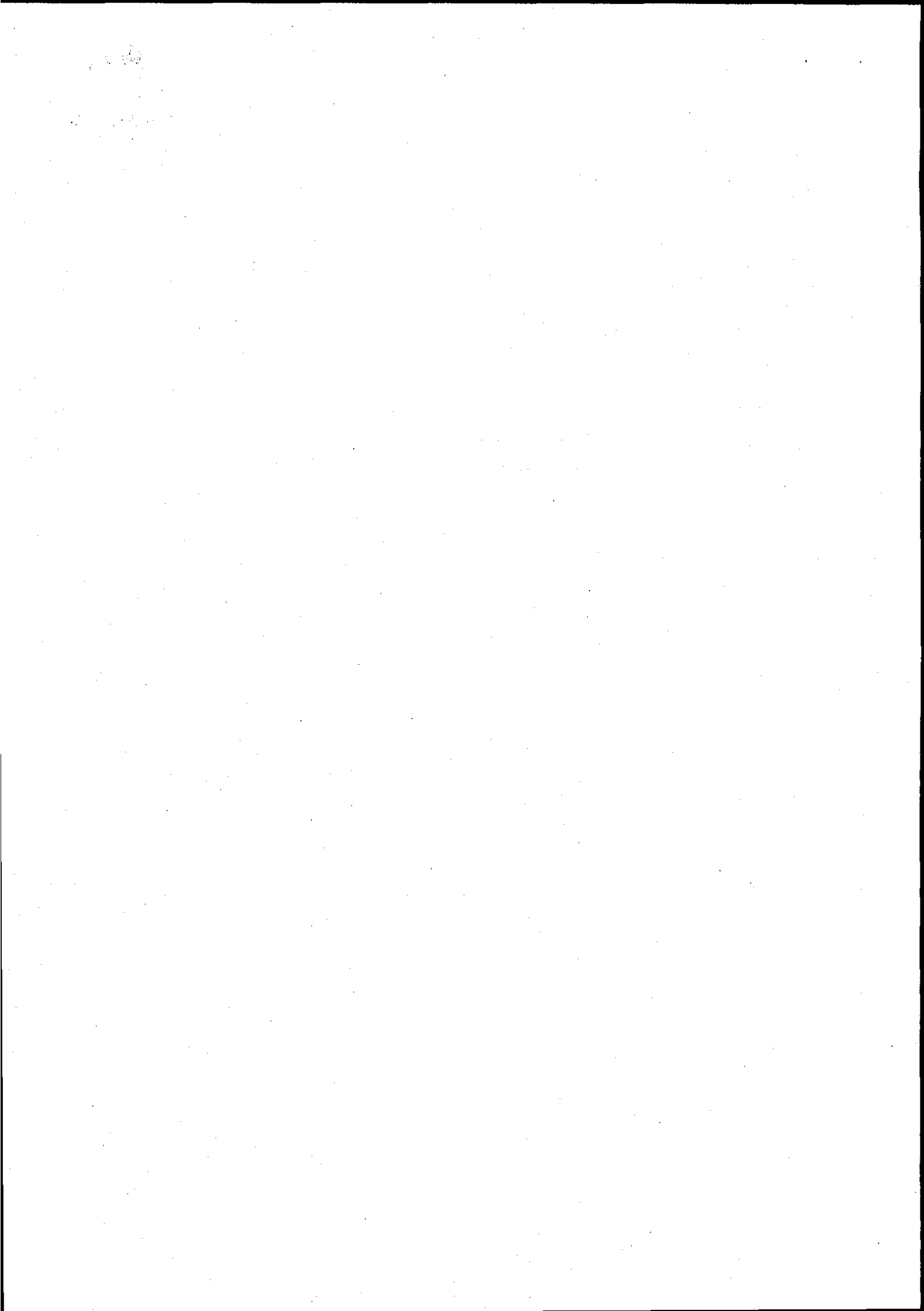
The Company may furthermore transact any business connected with the aforementioned objects or promoting such purposes directly or indirectly.

- 2.2 At home or abroad the Company may:

- incorporate or acquire other companies;
- participate in other companies or act as an agent or manager for other companies;
- establish branches;
- conclude co-operation agreements and / or pool profits and losses, conclude inter-company-agreements such as subordination contracts and contracts leading to the integration of a subsidiary;
- acquire patents and trade marks, transfer these and exercise commercial proprietary rights.







### § 3 Share Capital

3.1 It is hereby declared that:

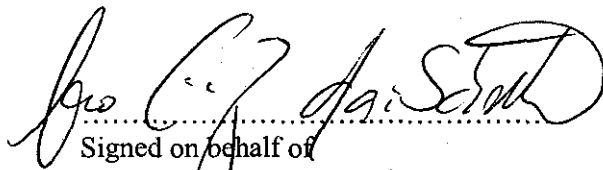
- the word company in this Memorandum, except where used in reference to this Company, shall include any partnership or other body, or association of persons, whether incorporated or not and whether domiciled or resident in the United Kingdom or elsewhere;
- each and every object specified in the different paragraphs of this Memorandum shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object specified in any such paragraph or from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each object and each of the said paragraphs defined the objects of a separate, distinct and independent company.

3.2 The liability of the Members is limited.

3.3 The Company's share capital is £1,000 divided into 1,000 ordinary shares of £1 each.

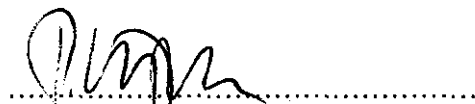
We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of subscribers		Number of shares taken by each subscriber
1	IPL International Promotion Logistics GmbH	1,000
Total shares taken		1,000



Signed on behalf of  
IPL Promotion Logistics GmbH  
Hochstr. 190  
47228 Duisburg, Germany

Dated: 01.12.2004



Witness to the above signatures

Name and address of Witness:  
Petra Luzar  
Geitlingstr. 20  
47228 Duisburg, Germany

## **The Companies Act 1985 to 1989**

### **Articles of Association IPLPerseco Limited**

#### **§ 1 Table A to apply as modified**

- 1.1 The regulations contained in Table A in the Schedule of the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000), save as excluded or varied by or inconsistent with these Articles, shall apply to the Company and together with these Articles shall constitute the regulations of the Company.

#### **§ 2 Corporate Duration / Financial Year**

- 2.1 The duration of the Company is perpetual.
- 2.2 The Company's first financial year commences on registration of the Company with Companies House and ends on December 31 of the same year. Subsequent financial years will correspond to the calendar year.

#### **§ 3 Management and Representation**

- 3.1 The Directors of the Company are appointed and can be dismissed by resolution of the Members.
- 3.2 The Company has one or more Director(s). If several Directors are appointed, they form a Board of Directors. Regulation 64 of Table A shall not apply.
- 3.3 Notice of Meetings of the Board of Directors shall be given to all directors notwithstanding the fact that they are absent from the United Kingdom.
- 3.4 The quorum for the transaction of the business of Directors shall be two unless there is only one Director appointed, in which case the quorum shall be one.
- 3.5 Questions arising at a Meeting of the Board of Directors shall be decided by a majority of votes, except where there are two Directors, in which case questions shall be decided unanimously.
- 3.6 If the Company has only one Director, he shall have power to represent the Company alone. If several Directors are appointed, each Director shall be obliged always to act jointly unless the Members have, by Special Resolution granted him the power to represent the Company alone.
- 3.7 The Director(s) may delegate any of their powers to a committee consisting of at least two persons, not necessarily being directors, acting jointly. Power to represent the Company alone may only be granted to a person by Special Resolution. Regulations 71 and 72 of Table A shall not apply.
- 3.8 Regulations 85 and 86 of Table A shall only apply if the Members have by Special Resolution granted the respective Director the ability to act in the name of the Company on the one hand and either in his own name or as the representative of a third party on the other hand.
- 3.9 Within the limits set forth by either the law or by these Articles of Association, the Directors shall manage the business of the Company and shall be entitled to exercise all the powers of the Company. The Directors bear overall responsibility for the management of the Company especially for decisions, which are not subject to either the sole authority or the approval of the Members by virtue of the law or according to these Articles of Association. In particular, the Directors are responsible for the proper implementation of the resolutions of the Members.

- 3.10 The Directors are obliged to perform the tasks assigned to them with such care as a prudent business man would take in dealing with his own affairs. They have to inform the Members immediately of all significant matters regarding the Company.
- 3.11 Regulations 73 to 80 (inclusive) and 84 of Table A shall not apply.
- 3.12 Directors shall not appoint alternates; regulations 65 to 69 (inclusive) of Table A shall not apply.

**§ 4 Measures and Business Transactions of the Directors**  
**Requiring Prior Approval of Members**

- 4.1 The following legal acts and transactions shall not be effected without the prior approval of the Members by Special Resolution:
- (a) the determination, amendment or modification of the Company's budget (including decisions on investments, financing, setting of mark-ups/remuneration for the Company's business services);
  - (b) a single investment or the total amount of several different investments exceeding the Company's budget by more than 15,000 GBP in any financial year;
  - (c) the taking up of loans and other financial instruments that either exceed the credit lines determined by the Members or have a repayment period of more than 12 months;
  - (d) the granting and revocation to a Director of power to represent the Company alone;
  - (e) the entering into or modification of employment contracts granting an annual salary of more than 20,000 GBP, unless the execution of such measures is contained in the Company's budget;
  - (f) the granting of payment of bonuses, profit or turnover participation to employees;
  - (g) the granting or modification of any benefit to the Company's employees, if such benefit becomes effective after the employee has left the Company, including but not limited to the granting or modification of employer's pension commitments;
  - (h) all legal transactions with Directors, in particular but not solely regarding:
    - the entering into, amendment and termination of their employment contracts,
    - the granting of any remuneration, bonus or reimbursement of their expenses,
    - the provision of benefits for them and any member of their family or any person who is or was dependent on them in accordance with regulation 87 of Table A;regulations 82 and 83 of Table A shall not apply;
  - (i) the engagement of the Company's auditor;
  - (j) the engagement of the Company's legal counsel;
  - (k) the acquisition, transfer or encumbrance of real estate or interests in land and the conclusion, amendment or termination of rental and lease agreements regarding real estate or interests in land;
  - (l) the conclusion of agreements with a duration of more than 1 year and/or an obligation or total liability exceeding 15,000 GBP per annum, unless such agreements are contained in the Company's budget;
  - (m) the establishment of branch offices and subsidiaries and the participation in other companies as well as their dissolution, modification or transfer unless these measures are contained in the Company's budget;

- (n) the starting of a business with objects other than those set out in § 2 of the Memorandum of Association, either at home or abroad; or
- (o) the taking of legal action if the amount in dispute exceeds 15,000 GBP.

### **§ 5 General Meetings**

- 5.1 Matters to be referred to the Members either by law or by these Articles of Association will also be decided in General Meeting of the Members.

In particular, the following matters will be decided in General Meeting:

- a) any increase or decrease of the nominal share capital of the Company;
- b) any modification of the Company's Memorandum or Articles of Association;
- c) the approval of the annual financial statements and the allocation of profits (including the capitalization of profits and the payment of dividends);
- d) the appointment and dismissal of the Directors;
- e) the appointment and dismissal of the Secretary as well as the determination of the conditions of his appointment including remuneration, expenses and bonuses; and
- f) the winding up of the Company.

- 5.2 The resolutions in § 5.1 a) – f) are required to be passed by way of Special Resolution.

- 5.3 General Meetings are convened by the Director(s). The requisition of one Director shall be sufficient.

- 5.4 The Annual General Meeting will take place within the first six months of every financial year. The Annual General Meeting will approve the annual financial statements of the previous financial year and decide upon the allocation of profits.

- 5.5 Extraordinary General Meetings shall be convened if a Members' resolution becomes necessary.

Members holding together at least 10 % of the nominal share capital of the Company can apply to the Director(s) for convention of an Extraordinary General Meeting if the requisition contains the purpose of and the reasons for the Meeting. If the Director(s) refuse(s) to convene a General Meeting or do(es) not convene the Meeting within 21 clear days of receiving the requisition for a date not later than eight weeks after receipt of the requisition, the requisitionists are entitled to convene the Meeting by themselves. Regulation 37 of Table A shall not apply.

- 5.6 Notice of a General Meeting must be given by registered post addressed to all Members, and to the auditors. The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted therein. In case of an Annual General Meeting, the notice shall further specify the Meeting as such.

A period of at least 23 clear days must elapse between the date of dispatch of the notice and the date of the General Meeting. A General Meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in case of any Extraordinary General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95% in nominal value of the shares giving that right.

Regulations 38, 111 and 112 of Table A shall not apply.

- 5.7 General Meetings will take place at the Company's place of office unless Members holding at least 50% of the Company's shares demand to meet in a different place.
- 5.8 The Director(s) shall not have the right to attend General Meetings but shall be obliged to attend and entitled to speak at a General Meeting if they are required by the Members to do so. Regulation 44 of Table A shall not apply.

#### **§ 6 Quorum, Postponement, Chairman, Minutes**

- 6.1 The necessary quorum for a General Meeting is the presence of the holder(s) of at least 75 % of the nominal share capital, either present or represented by proxy. If no quorum is constituted, the Director(s) is/are obliged within two weeks of the first General Meeting to give notice (of at least 23 clear days) of another General Meeting with the same agenda. § 5.6 applies accordingly.
- This new General Meeting will have a necessary quorum notwithstanding the nominal share capital represented. This has to be mentioned in the notice of the Meeting.
- The new General Meeting may not take place later than 6 weeks after the Meeting which failed to establish a quorum.
- Regulations 40 and 41 of Table A shall not apply.
- 6.2 If a resolution is postponed at a General Meeting and at the same time the date of a new General Meeting has been determined, the Members who were not present or duly represented at the first Meeting, will be given notice of the new General Meeting.
- 6.3 The Members present and entitled to vote shall choose one of their number to be Chairman. Regulations 42 and 43 of Table A shall not apply.
- 6.4 Minutes of every General Meeting shall be signed by the Chairman and the Chairman shall forthwith send copies of said minutes to every Member.

#### **§ 7 Members' Resolutions**

- 7.1 Members' resolutions are adopted in a General Meeting by a simple majority of all votes cast unless these Articles of Association or indispensable provisions of law provide otherwise. Regulations 46 to 49 (inclusive), 51 and 52 of Table A shall not apply.
- Votes will be counted forthwith. In case of equality of votes, motions are regarded as rejected. Regulation 50 of Table A shall not apply.
- 7.2 Resolutions may be adopted in writing if all Members participate in the procedure.
- 7.3 Each GBP (one British Pound) of nominal value of a share shall carry one vote. Majorities will be calculated according to the number of valid votes cast. Abstentions are deemed to be votes which have not been cast. Regulation 54 of Table A shall not apply.
- 7.4 Every Member may either vote in person or authorise another Member or a third party who is by virtue of professional responsibility obliged to observe secrecy to represent him by proxy and exercise his voting right.

#### **§ 8 Information and Inspection Rights**

- 8.1 During or outside General Meetings, Members may request information about the matters of the Company and may inspect the Company's books and records of accounts, minutes and other documents. They may at their own expense ask a person who is by virtue of professional responsibility obliged to observe secrecy to assist them in such inspection or authorise such a person to carry out such inspection on his own.

## **§ 9 Transfer and Encumbrance of Shares**

- 9.1 To the extent that these Articles of Association do not provide otherwise, any disposition (transfer, encumbrance, assignment for security, pledging, sub-dividing etc.) of shares or parts of shares requires prior approval of the Members. The relevant resolution is subject to a majority of 75 % of all votes representing the nominal share capital.
- 9.2 In case a Member transfers a share in the Company or a portion thereof, each of the other Members has a pre-emption right.
- 9.3 A Member intending to transfer his share in the Company or a portion thereof is obliged to notify immediately all Members being entitled to a pre-emption right of his intention to transfer, the name of the transferee and the conditions of the transferee's offer. The notification shall be sent by registered post.
- If a Member intends to exercise his pre-emption rights he must within one month from receipt of the corresponding notice submit an offer in writing to the transferring Member.
- 9.4 Pre-emption rights will be exercised by the Member who submits the highest offer. This offer must exceed or at least match the offer as in § 9.3 received by the transferring Member.
- 9.5 To the extent that a share in the Company is transferred to a Member exercising such pre-emption rights the Members must approve the transfer. If pre-emption rights are not exercised or not exercised in time, the Members are obliged to declare their approval under § 9.1 to the transfer to the transferee as long as there is no reasonable cause relating to the person of the transferee for the Members to deny the transfer to such transferee.
- 9.6 If pre-emption rights are exercised, the exercising Member has to compensate the transferring Member within six months.
- 9.7 The approval required by § 9.1 is not required if shares in the Company that are held by IPL Promotion Logistics GmbH are to be transferred or if shares in the Company are intended to be transferred to either IPL Promotion Logistics GmbH or to a natural person or legal entity that has been nominated by IPL Promotion Logistics GmbH.
- The provisions of § 9.1 – 9.6 do not apply in such cases.

## **§ 10 Members' Loans, Guarantees, etc.**

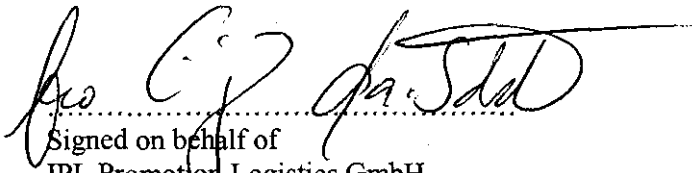
- 10.1 If necessary, the Members will help the Company to raise funds by giving guarantees, loans or other securities. The extent of their liability is determined by the amount of their share in the Company's nominal share capital in proportion to the Company's entire nominal share capital.
- If a Member does not fulfill the aforementioned obligations, the other Members shall take over his part of the loans, guarantees, securities, etc. and may afterwards claim compensation from him to the extent they have taken over.

## **§ 11 Financial Statements and Distribution of Profits**

- 11.1 Within six months of the end of the previous financial year, the Director(s) shall prepare and present to the General Meeting the audited financial statements.
- 11.2 Profits are distributed in proportion to the shares in the Company's nominal share capital held by the individual Member unless the Members resolve to distribute the profit otherwise.

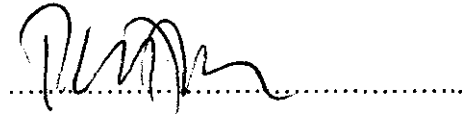
## § 12 General Provisions

- 12.1 These Articles of Association remain valid even if a single provision of these Articles turns out for some reason to be legally invalid. An invalid provision is deemed to be amended or reinterpreted by a Members' resolution in such a way that the originally intended economical intention is to the largest extent possible achieved in a legally admissible manner. The same applies if these Articles contain a gap. Alternatively, an amendment or reinterpretation has to be made by a Members' resolution.
- 12.2 The Members are obliged to observe confidentiality. In particular, they must not provide to third parties information which they receive in the course of their cooperation with the Company about other Members, the Company, related companies or the Company's customers or suppliers.
- 12.3 The costs of these Articles of Association and their execution are borne by the Company.
- 12.4 The share capital of the Company shall be fully paid.



Signed on behalf of  
IPL Promotion Logistics GmbH  
Hochstr. 190  
47228 Duisburg, Germany

Dated: 01.12.2004



Witness to the above signatures:

Name and address of Witness:

Petra Luzar  
Geitlingstr. 20  
47228 Duisburg, Germany