

100022 / 20

CHWP000

EUROPEAN ECONOMIC INTEREST
GROUPING FORM No.1



EEIG1

Statement of name, official
address, members, objects
and duration for EEIG whose
official address is in Great Britain

Please do not
write in
this margin

Pursuant to Articles 5, 6, 7 and 39 of Council Regulation (EEC) No 2137/85
and Regulation 9 of the European Economic Interest Grouping
Regulations 1989

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

GE227.

Name of grouping

* insert full name
of grouping

* EEIG WATAMU MANAGEMENT

The official address of the grouping is as stated below

1 BRUNSWICK PLACE, c/o LAWDIT SOLICITORS LTD BN,
SOUTHAMPTON, HAMPSHIRE, UNITED KINGDOM
Postcode SO15 2AN

o delete if inappropriate

- 1 The contract establishing the above named grouping [and that contract not being written in English,
a certified translation of it] is/are delivered for registration
- 2 The name(s) (include business name if different) and particulars of the members of the grouping
are as follows

§ Insert "natural
person" if an
individual, "legal
person" if a body
corporate or
"partnership" as
appropriate

Name ~~WATAMU~~ DANIELE NOCERA
Registered Number and Place of Registration (if any)
Legal Form § NATURAL PERSON
Address † CAPRAROLA VT LOC. SAPONERIA SNC
ITALY
Postcode

† Business address
or registered
office address
as appropriate

Name EAGLESTAR ASSETS MANAGEMENT LIMITED
Registered Number and Place of Registration (if any) 05524542 ENGLAND/WALES
Legal Form § LEGAL PERSON
Address † c/o LAWDIT SOLICITORS LIMITED (BN) 1 BRUNSWICK PLACE
SOUTHAMPTON
Postcode SO15 2AN

Particulars of further members should be given on the prescribed continuation sheet

PLEASE TURN OVER

Presenter's name address, telephone
number and reference (if any)

For official Use (02/06)

THURSDAY



A22 08/05/2008 228
COMPANIES HOUSE

Please do not
write in
this margin

The objects of the grouping are -
AS PER SHEET ATTACHED

The duration of the grouping (if indefinite this should be noted)
INDEFINITE

Complete this section only if the form relates to an existing grouping transferring its official address to a place in Great Britain in accordance with Article 14(1) of the EC Regulation

I attach a copy of _____ as evidence of the publication of the transfer proposal and confirm that no competent authority has opposed the transfer under Article 14(4) of the EC Regulation
Signed _____ member / on behalf of a member

I, BRUNO NIGRO a ~~member~~ / authorised on behalf of a member ^o of the above grouping, declare that all the requirements of the above Regulations in respects of the registration of the above grouping and of matters precedent and incidental to it have been complied with This declaration is made by virtue of the provisions of the Statutory Declarations Act 1835

^o delete as appropriate

Declared by BRUNO NIGRO
at LAWDIT, SOUTHAMPTON

Lawdit Solicitors Ltd
No.1 Brunswick Place
on THE 17TH DAY OF APRIL 2008 Southampton SO15 2AN UK
before me IZAZ ALI www.lawdit.co.uk

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Number of continuation sheets attached

1

If the official address is in England and Wales or Wales this form together with the contract establishing the grouping, a certified translation if the contract is written other than in English and the appropriate fee must be sent to -

or, if the official address is in Scotland to -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP - 4 Edinburgh 2

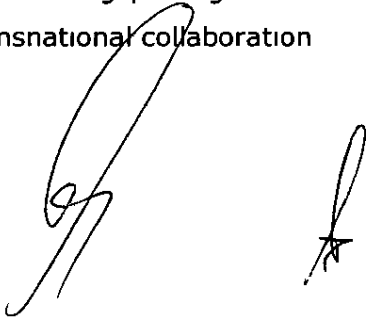
OBJECTS OF EEIG WATAMU MANAGEMENT

5 1 The EEIG will be non-profit making and will exist only to facilitate and develop the economic activities of its members to enable them to achieve their aims.

It will play an auxiliary role in that its own activities will be directed towards promoting the activities of its members and will be not be a substitute for these.

The EEIG will

- 1) promote the development of training programmes;
- 2) co-ordinate the activities of its members to enable them to compete for EC financed programmes in training, research, technical assistance and services to industry and commerce;
- 3) develop training packages for management and technical staff which for their realisation require transnational collaboration

Two handwritten signatures in black ink. The signature on the left is large and stylized, while the one on the right is smaller and more compact.

**EEIG WATAMU MANAGEMENT
CONTRACT OF FORMATION**

1. FORMATION

An European Economic Interest Grouping ("the Grouping") is hereby formed between the members in accordance with the EC Regulation and the UK Regulation

2. MEMBERS

a)

Daniele Nocera

Born on 28/11/1972 Italian

Address Caprarola VT Loc Saponeria snc ITALY

(Natural Person)

b)

EAGLESTAR ASSETS MANAGEMENT LIMITED

C/O LAWDIT SOLICITORS LIMITED (BN)

1, BRUNSWICK PLACE

SOUTHAMPTON SO15 2AN

Company No 05524542 Registered in England and Wales

(Legal Person)

3. NAME

3.1 The name of the Grouping is EEIG WATAMU MANAGEMENT

4. OFFICIAL ADDRESS

4.1 The official address of the Grouping is 1 Brunswick Place, c/o Lawdit Solicitors Ltd BN, Southampton, Hampshire, United Kingdom, SO15 2AN.

4.2 The official address of the Grouping may be transferred to another location by members' resolution

5. OBJECTS

5.1 The EEIG will be non-profit making and will exist only to facilitate and develop the economic activities of its members to enable them to achieve their aims

It will play an auxiliary role in that its own activities will be directed towards promoting the activities of its members and will not be a substitute for these

The EEIG will

- 1) promote the development of training programmes,
- 2) co-ordinate the activities of its members to enable them to compete for EC financed programmes in training, research, technical assistance and services to industry and commerce,

3)-develop training packages for management and technical staff which for their realisation require transnational collaboration

6. DURATION

The Grouping is formed for an indefinite duration from the registration

7. PARTICIPATION

7 1 The members shall have equal participation in the Grouping and all rights, interests, liabilities, obligations and risks and all profits or losses of the Grouping shall be shared by the members in equal shares

8. MANAGEMENT ARRANGEMENTS

8 1 The Grouping shall be jointly managed by the members

9. SHARING OF PROFITS AND LOSSES

9 1 The purpose of the Grouping does not include the making of profit but if any profit should result from its activities they shall be profits of the members and shall apportioned between the Members according to the shares of participation

10. LIABILITY OF THE MEMBERS

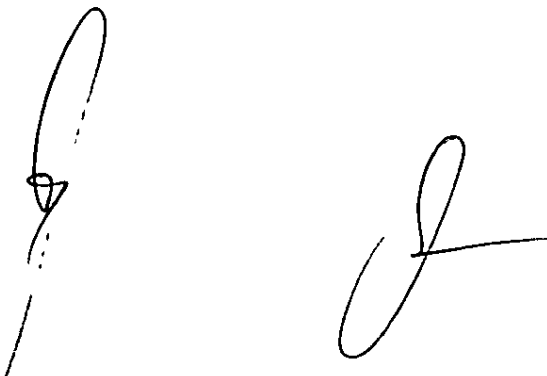
10.1 In accordance with the EC Regulation and the UK Regulations

- The members shall be jointly and separately liable without limit for the debts and other liabilities of whatever nature of the Grouping
- Unless or until winding up of the Grouping has been concluded, its creditors may not proceed to recover payment of debts and other liabilities from the members, unless they have first requested the Grouping to pay and payment has not been made within the appropriate period

11. LEGAL JURISDICTION

In accordance with the EC Regulation this agreement shall be governed by the laws of the State in which the Grouping's official address is situated or to which it may from time to time be transferred. In the event of any inconsistency between this document and any translation, this version shall prevail. Any claim or dispute arising under or in connection with this Contract of Formation shall be settled by the Courts of the State in which the official address of the Grouping is situated

Signed

Two handwritten signatures in black ink. The first signature on the left is a stylized, cursive 'S' shape. The second signature on the right is a more complex, cursive signature with a large loop and a horizontal stroke extending to the right.

ITALIAN VERSION/VERSIONE ITALIANA
WATAMU MANAGEMENT GEIE
ATTO COSTITUTIVO

1. FORMAZIONE.

E' formato un Gruppo Europeo di Interesse Economico (il Gruppo) tra i membri appresso indicati, secondo quanto stabilito dalla normativa Europea e della Gran Bretagna

2. MEMBRI

a)

Daniele Nocera

Nato il 28/11/1972 Italiano

Indirizzo Caprarola VT Loc Saponeria snc ITALY

(Persona fisica)

b)

EAGLESTAR ASSETS MANAGEMENT LIMITED

C/O LAWDIT SOLICITORS LIMITED (BN)

1, BRUNSWICK PLACE

SOUTHAMPTON SO15 2AN

Società No. 05524542 Iscritta in England and Wales

(Persona giuridica)

3. NOME

Il nome del gruppo è WATAMU MANAGEMENT GEIE

4. SEDE

La sede del Gruppo è in 1 Brunswick Place, c/o Lawdit Solicitors Ltd BN, Southampton, Hampshire, United Kingdom, SO15 2AN

4.2 La sede potrà essere trasferita altrove con delibera dei membri.

5. OGGETTO

5.1 Il GEIE non ha scopo di lucro ed esiste solo per facilitare e sviluppare le attività economiche dei propri membri per consentire loro di raggiungere i propri obiettivi

Svolgerà un ruolo ausiliario nel senso che le sue attività saranno indirizzate a promuovere quelle dei suoi membri e non potrà sostituirsi a essi.

Il GEIE potrà:

- 1) promuovere lo sviluppo di programmi di formazione,
- 2) coordinare le attività dei membri per consentire loro di partecipare a programmi finanziati dall'Unione Europea per l'addestramento, la ricerca, l'assistenza tecnica e i servizi all'industria e al commercio
- 3) sviluppare programmi di addestramento per il management e lo staff tecnico che richiedano per la loro realizzazione una collaborazione transnazionale

6. DURATA

Il Gruppo ha durata indefinita

7. QUOTE DI PARTECIPAZIONE

7.1 I membri avranno una partecipazione paritaria e tutti i diritti, interessi, responsabilità, obbligazioni, rischi e tutti i profitti e le perdite saranno suddivisi tra i membri in parti uguali

8. MANAGEMENT

8.1 Il Gruppo sarà amministrato congiuntamente dai membri

9. PROFITTI E PERDITE

9.1 Lo scopo del Gruppo non include il fine di lucro, ma se dovessero risultare dei profitti dall'attività svolta, gli stessi saranno ripartiti tra i membri in proporzione alle rispettive quote di partecipazione.

10. RESPONSABILITÀ DEI MEMBRI

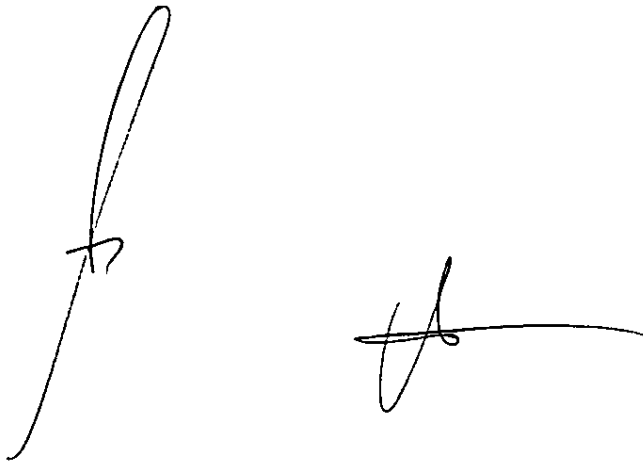
10.1 Secondo quanto previsto dalle normative UE e della Gran Bretagna

- I membri saranno congiuntamente e disgiuntamente responsabili senza limiti per i debiti e per ogni obbligazione di qualunque natura del GEIE
- A meno che e fino a quando non si sarà provveduto alla liquidazione del GEIE, i suoi creditori non potranno procedere nei confronti dei membri per i debiti e le altre obbligazioni a meno che non abbiano precedentemente richiesto il pagamento al GEIE e quest'ultimo non abbia adempiuto in un periodo di tempo ragionevole

11. GIURISDIZIONE

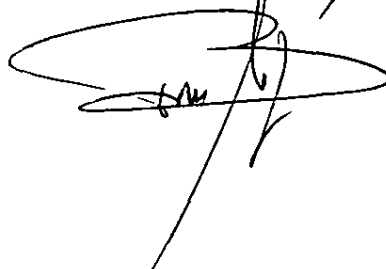
In osservanza della normativa UE questo contratto sarà regolato dalle leggi dello Stato nel quale il Gruppo ha la sede legale o nella quale sarà di volta in volta trasferita. In caso di discrepanza tra questo documento e una qualsiasi traduzione del medesimo, prevarrà la versione in lingua inglese. Ogni causa e controversia che dovesse sorgere in relazione a questo contratto sarà decisa dalle Corti dello Stato nel quale si trova la sede legale del Gruppo.

Firmato



- I undersigned Bruno Nigro. Italian native Registered European Lawyer n 383062 regulated by The Solicitor Regulation Authority of England and Wales declare that the above is the true and complete translation from English to Italian of the contract of formation of the EEIG **WATAMU MANAGEMENT**

SOUTHAMPTON 17/04/2008

A handwritten signature in black ink, consisting of a large, stylized 'B' with a horizontal line through it, and a long diagonal stroke extending downwards and to the right.

FILE COPY



**CERTIFICATE OF REGISTRATION OF AN
EUROPEAN ECONOMIC INTEREST GROUPING**

No. GE000227

I hereby certify that

EEIG WATAMU MANAGEMENT

whose official address is in Great Britain, is this day registered.

Given at Companies House, Cardiff, the 22nd May 2008.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —