

EE MP01

Notice of documents and particulars required to be filed for an EEIG



A fee may be payable with this form.

Please see Section 3 below and 'How to pay' on the last page.

☒ **What this form is for**

You may use this form to accompany the filing of documents listed in Section 3 below.

☒ **What this form is NOT for**

You cannot use this form to set up or close an establishment of an EEIG. To do this, please use form EE MP02 'Notice of setting up or closure of an establishment of an EEIG'.

WEDNESDAY



A30

14/10/2009

68

COMPANIES HOUSE

1 EEIG details

Grouping number

G	E	0	0	0	2	2	7
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Grouping name in full **EEIG WATAMU MANAGEMENT EEIG**

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Member state address

Member state in which official address is situated **ENGLAND**

3 List of documents and particulars ①

The following documents are attached. Please note if any document or particulars are not written in English a certified translation must also be attached.

- ☒ An amendment to the grouping's formation contract. ②
- ☐ A document evidencing a judicial decision regarding nullity.
- ☐ An assignment of all/part of a member's participation.
- ☐ A members' order/judicial decision to wind up the grouping.
- ☐ Liquidator(s) appointment/termination of appointment.
- ☐ A document evidencing the conclusion of liquidation.
- ☐ A proposal to transfer the official address as referred to in Article 14(1) of the EC Regulation.
- ☐ An exemption clause relieving a new member from payment of debts and other liabilities which originated before his admission.

The following only apply if the grouping has its official address outside the UK:

- ☐ Notice of the appointment of a manager or managers, name(s) and other identification particulars as required by the Member State where the grouping has its official address together with notification as to whether they may act alone or must act jointly.
- ☐ Notice of termination of a manager's appointment.

① Please tick the appropriate boxes.

② Please note if the official address of the EEIG is in the UK and the amendment includes a change of name a fee is payable. Please see 'How to pay' on the last page for details.

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Signature

I am signing this form on behalf of the grouping.

Signature

Signature

X *Ben Hori* X

This form may be signed by a member or manager.

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Notice of documents and particulars required to be filed

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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The grouping name and number match the information held on the public Register.
- ☐ You have entered the member state in which the official address is situated in Section 2.
- ☐ You have ticked the appropriate boxes in Section 3.
- ☐ You have included the attachments indicated.
- ☐ You have signed the form.
- ☐ Have you enclosed a grouping formation contract with this form? If you have and the contract includes a change of name, then you must enclose the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

If the official address of the EEIG is in the UK and the amendment of the grouping's formation contract (if attached to this form) includes a change of name, then a fee of £10 is a payable.

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:

For EEIGs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For EEIGs registered in 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).

For EEIGs registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

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

EEIG WATAMU MANAGEMENT EEIG - GE000227
AMENDMENT OF CONTRACT OF FORMATION

2. MEMBERS

Before the amendment

a) Daniele Nocera

Born on 28/11/1979

Address Caprarola (VT) Località Saponeria snc ITALY

(Natural Person)

b) EAGLESTAR ASSETS MANAGEMENT LIMITED

c/o Lawdit Solicitors Limited

1 Brunswick Place

Southampton, SO15 2AN,

United Kingdom.

Company no. 05524542, registered in England and Wales

(Legal Person)

After the amendment:

a) Bruno Nigro (Natural person)

Via Sutri snc

01037 Ronciglione (VT)

ITALY

b) EAGLESTAR ASSETS MANAGEMENT LIMITED (Legal person)

138 GREENIDGE COURT

MARSHALL SQUARE

SOUTHAMPTON

SO15 2PT

United Kingdom

Company no. 05524542, registered in England and Wales

4. OFFICIAL ADDRESS

Before the amendment:

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

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

After the amendment:

4.1 The official address of the Grouping is: 138 Greendidge Court, Marshall Square, Southampton, Hampshire, United Kingdom, SO15 2PT.

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

7. PARTICIPATION

Before the amendment:

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.

After the amendment:

7.1 The Members shall have 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 shares as follows:

- Bruno Nigro has got 95% of the shares of participation;
- Eaglestar Assets Management Limited has got 5% of the shares of participation.

8. MANAGEMENT

Before the amendment:

8.1 The Grouping shall be jointly managed by the members.


After the amendment:

8.1 The Grouping shall be managed by Mr. Bruno Nigro, born in Rome, Italy, on 03/03/1962.

Signed

BRUNO NIGRO

EAGLESTAR ASSETS MANAGEMENT
The director



EEIG WATAMU MANAGEMENT – EEIG GE000227
CONTRACT OF FORMATION (As amended on 08/10/2009)

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) Bruno Nigro (Natural person)

Via Sutri snc

01037 Ronciglione (VT)

ITALY

b) EAGLESTAR ASSETS MANAGEMENT LIMITED (Legal person)

138 GREENIDGE COURT

MARSHALL SQUARE

SOUTHAMPTON

SO15 2PT

United Kingdom

Company no. 05524542, registered in England and Wales

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: 138 Greendidge Court, Marshall Square, Southampton, Hampshire, United Kingdom, SO15 2PT.

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 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.

6. DURATION

The Grouping is formed for an indefinite duration from the registration.

7. PARTICIPATION

7.1 The Members shall have 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 shares as follows:

- Bruno Nigro has got 95% of the shares of participation;
- Eaglestar Assets Management Limited has got 5% of the shares of participation.

8. MANAGEMENT ARRANGEMENTS

8.1 The Grouping shall be managed by Mr. Bruno Nigro, born in Rome, Italy, on 03/03/1962.

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

BRUNO NIGRO

EAGLESTAR ASSETS MANAGEMENT LIMITED

The Director




VERSIONE ITALIANA – WATAMU MANAGEMENT GEIE – GE000227

ATTO COSTITUTIVO (come modificato in data 08/10/2009)

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) Bruno Nigro (Persona Fisica)

Via Sutri snc

01037 Ronciglione (VT)

ITALIA

b) EAGLESTAR ASSETS MANAGEMENT LIMITED (Persona Giuridica)

138 GREENIDGE COURT

MARSHALL SQUARE

SOUTHAMPTON

SO15 2PT

Regno Unito

Società no. 05524542, registrata nel Registro delle Imprese di Inghilterra e Galles

3. NOME

Il nome del gruppo è WATAMU MANAGEMENT GEIE.

4. SEDE

4.1 La sede del Gruppo è in 138 Greendidge Court, Marshall Square, Southampton, Hampshire, Regno Unito, SO15 2PT.

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 nel Gruppo e tutti i diritti, interessi, responsabilità, obbligazioni, rischi e tutti i profitti e le perdite saranno suddivisi tra i membri come segue:

- Bruno Nigro ha il 95% delle quote di partecipazione;
- Eaglestar Assets Management Limited ha il 5% delle quote di partecipazione.

8. MANAGEMENT

8.1 Il Gruppo sarà amministrato dal sig. Bruno Nigro, nato a Roma, Italia, il 03/03/1962.

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
BRUNO NIGRO

EAGLESTAR ASSETS MANAGEMENT
L'amministratore

I undersigned Bruno Nigro, Italian native, Registered European Lawyer n. 383062 regulated by the Solicitor Regulation Authority of England and Wales certify that the above is true and complete translation from English to Italian of the contract of formation of the EEIG WATAMU MANAGEMENT AS AMENDED ON 08/10/2009