

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

GE71

Name of grouping

* GARNAULT BEAUMONT EEIG

* Insert full name
of grouping

The official address of the grouping is as stated below

LLOYDS CHAMBERS

1 PORTOKEN STREET

LONDON

Postcode

E1 8AW

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:

Name BEAUMONT AND SON

Registered Number and Place of Registration (if any)

Legal Form[§] PARTNERSHIP

Address[†] LLOYDS CHAMBERS

1 PORTOKEN STREET

LONDON, ENGLAND

Postcode

E1 8AW

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

Name FERNAND GARNAULT

Registered Number and Place of Registration (if any)

Legal Form[§] NATURAL PERSON

Address[†] 17 AVENUE DE LAMBALLE

PARIS

FRANCE

Postcode

75016

† Business address
or registered
office address
as appropriate

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

PLEASE TURN OVER

Presentor's name address telephone
number and reference (if any):

Beaumont and Son
Lloyds Chambers
1 Portsoken Street
London E1 8AW
Tel: 071-481-3100
Ref: PS/kt

For official Use

Post room



E0E0E2QR

ED3/RECEIPT DATE: 07/07/94

The objects of the grouping are:- (a) To facilitate and improve co-operation between Members so that mutual contacts, trust and co-operation can be strengthened. (b) To improve the quality of service to respective clients in the field of air and space law ("air law"). (c) To develop quicker, more reliable and efficient services to Members' respective clients. (d) To provide education and research on air law for Members and their respective clients. (e) To facilitate the exchange of law students and lawyers between Members.

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

THIRTY (30) YEARS

Complete this section only if this 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.

NOT APPLICABLE

Signed _____ member/on behalf of a member

I, NEIL ROBERTSON MCGILCHRIST ~~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 NEIL ROBERTSON MCGILCHRIST

at

BEALMONT AND SON
SOLICITORS
LLOYDS CHAMBERS
1 PORTSOCKEN STREET
LONDON, E1 8AW

on

30th June 1994

before me

DOUGLAS ROBERT WILLIAM DENHAM

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

Neil R. McGilchrist

Number of continuation sheets attached

NIL

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
CF4 3UZ

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

Date: 29 June 1994

**A CONTRACT TO FORM
AN EEIG
BETWEEN
BEAUMONT AND SON
AND
FERNAND GARNALT**

ARTICLES

EUROPEAN ECONOMIC INTEREST GROUP

DATE: 29 JUNE 1994

PARTIES:

- (1) BEAUMONT AND SON a partnership of Lloyds Chambers, 1 Portsoken Street, London, E1 8AW ("Beaumonts"); and
- (2) FERNAND GARNAULT a natural person of 17 Avenue de Lamballe, 75016 Paris, France ("Garnault");

WHEREAS:

- (A) Each of the parties hereto carries on practice in providing legal services in their respective countries and have agreed with each other to form a grouping (the "Grouping") in order to facilitate and develop the provision of legal services to clients more effectively and conveniently.
- (B) The Parties hereto and each and every party becoming a member of the Grouping will continue to practice separately in their own countries and nothing in this Agreement is intended to constitute a partnership between any of the Members of the Grouping but merely to form a Grouping to co-operate with each other in the manner and to the extent hereinafter provided.

IT IS HEREBY AGREED AND DECLARED as follows:

Article 1 - Form of the Grouping

An European Economic Interest Grouping, governed by the terms of these articles, by the EEC Council Regulation 2137/85 and the laws of England is hereby formed between the

undersigned and all such other parties who shall become members in accordance with the provisions hereto (hereinafter "the Members").

This Grouping shall be registered in the Registry of Companies for England and Wales and upon such registration, it shall have the capacity in its own name to have rights and obligations to accomplish legal acts and to sue and to be sued.

Article 2 - Objects

The objects of the Grouping shall be:-

- (a) to facilitate and improve co-operation between Members so that mutual contacts, trust and co-operation can be strengthened;
- (b) to improve the quality of service to respective clients in the field of air and space law ("air law");
- (c) to develop quicker, more reliable and efficient services to Members' respective clients;
- (d) to provide education and research on air law for Members and their respective clients;
- (e) to facilitate the exchange of law students and lawyers between Members.

Article 3 - Term

The duration of this Grouping shall be 30 years starting on the date of registration except in case of early dissolution or of renewal decided in accordance with Articles 8 and 9 hereinafter.

Article 4 - Capital

This Grouping is formed without capital.

Contributions of the Members to costs and expenses necessary for the administration of the Grouping and for the completion of its objects shall be adopted in accordance with the by-laws of even date.

Article 5 - Official Address

The Official Address of the Grouping shall be located at Lloyds Chambers, 1 Portsoken Street, London E1 8AW, England. It can be transferred to any other location within the European Community pursuant to a decision of the General Meeting and in accordance with applicable law.

Article 6 - Name of the Grouping

The Grouping shall be known by the name of Garnault Beaumont EEIG ("the Name").

Each Member and each qualified lawyer practising with each Member shall be entitled to refer to the Name on all contacts with its firm's clients and to specify on its letter headings and visiting cards that he is a Member of Garnault Beaumont EEIG and to insert thereon the Name and any logo as may be opted by the Grouping for so long as such lawyer is practising for a Member of the Grouping.

Beaumonts and Garnault and, subject to Article 13, their respective successors, shall be further entitled to specify on their respective letter headings that they are the founding Member firms of Garnault Beaumont EEIG.

If any Member shall cease to be a Member of the Grouping whether by reason of withdrawal or resignation or by reason of expulsion as hereinafter provided, only the remaining members and each qualified lawyer practising with the remaining members shall continue to be entitled to refer to the Name.

If either Beaumonts or Garnault shall cease to be a Member of the Grouping, the name of the Grouping shall be changed by deletion of any reference to the name of the ceasing Member firm and the remaining Members shall accordingly change the name of the Grouping. No Member shall authorise any third party to use in any manner whatsoever the Name.

Article 7 - Council of Managers

The management and administration of the Grouping shall be vested in a Council of managers ("the Council of Managers") which shall consist of one individual representative of each Member and shall be appointed by the General Meeting for two years except in case of earlier resignation or dismissal. The Council of Managers shall appoint a Chairman as it

shall consider appropriate among the Managers who shall hold office for one year unless re-elected by the Council of Managers.

The Managers shall not receive compensation for the services rendered to the Grouping.

The Council of Managers shall meet not less than three times per year.

The quorum for its meeting shall be seventy five percent of the total number of Managers.

Administrative and management decisions affecting the Grouping shall be taken by the Council on a simple majority of the present or represented managers.

The Council of Managers shall:-

- (a) prepare and propose actions to be taken;
- (b) propose a budget and contributions which shall be determined and adopted in accordance with the by-laws;
- (c) call the General Meetings and send notices thereto to the Members;
- (d) report to the General Meeting on the actions and business of the preceding year;
- (e) appoint new officers for the subsequent year;
- (f) propose new Members or Associate Members to the General Meeting;
- (g) select a bank and any insurer for the Grouping;
- (h) implement all decisions taken by the General Meeting which shall include effecting payments;
- (i) effect all formalities and comply with requirements of applicable law;
- (j) any other business considered by the General Meeting to be appropriate.

Managers will act jointly and all acts, undertakings and contracts will have to be executed by at least two Managers; however, the Chairman shall be entitled to execute alone contracts under £1,000.

Each Manager shall be entitled to delegate his powers in whole or in part to any individual selected by him among the lawyers practising with the Member of which the Manager is a representative.

Article 8 - General Meeting of Members

The following matters shall not be within the powers of the Council of Managers but shall be reserved to the General Meeting of the Members:-

- (1) appointment and dismissal of the members of the Council of Managers;
- (2) admission to or expulsion from the Grouping of a Member;
- (3) admission or expulsion of Associate Members;
- (4) the variation of any of the terms of these Articles;
- (5) consideration and approval of the accounts of the Grouping for the preceding year;
- (6) appointment of the accountants who shall audit the Grouping accounts prior to the annual General Meeting of the Members each year;
- (7) dissolution and liquidation of the Grouping or extension of the term thereof;
- (8) adoption and variation of by-laws; and
- (9) financial and other contributions of every Member to the Grouping, in accordance with the by-laws.

Article 9 - General Meeting Quorum and Majority Rules

At least once per year there shall be a General Meeting of all the Members.

Each Member shall have two votes at the General Meeting which shall be exercised by either one or two delegates of that Member. The quorum for a General Meeting shall be 75% of the total number of Members of the Grouping who shall be attending personally or by proxy on the date of the General Meeting. Not less than twenty eight days notice of the date, time and venue of the Annual General Meeting shall be given to each Member of the Grouping by the Council of Managers.

A unanimous decision of all Members shall be required with respect to

- amendments to Articles 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 16 and to
- matters referred to in Article 8 paragraphs 1, 2, 3, 7, 8 and 9.

Save as provided in this Article 9, a two-thirds majority of those present and voting in person or through a power of attorney at the General Meeting shall apply.

Article 10 - Entry of New Members and Resignation of Members

New Members shall be entitled to join the Grouping upon an unanimous decision of the General Meeting of the Members.

In the event that a Member would wish to withdraw from the Grouping, such Member shall send a written notice of such intent to the other Members at the Official Address of the Grouping such resignation shall be deemed effective six months after the receipt thereof at the Official Address.

Article 11 - Dismissal

Any Member may be expelled from the Grouping only by an unanimous vote of Members, save that the Member whose Membership is in question shall not take part in such vote. The General Meeting may expel a Member if that Member (whether as a firm or whether by any of its partner or other qualified lawyers working with the Member):-

- (i) commits serious or repeated breaches of the terms of these Articles or of the by-laws;
- (ii) fails to contribute to the efficient functioning of the Grouping; and
- (iii) behaves in such a way that the Grouping is likely to be brought into disrepute.

If a Member is expelled, such Member together with each partner of it or qualified lawyer working with such a Member shall forthwith cease to refer to the Name or indicate in any manner whatsoever that he is connected with the Grouping.

Any contribution sum which may have been voted but not expended at the date of such expulsion by an expelled Member in the Grouping shall forthwith be repaid, after deduction

of any costs, claims or expenses which are or have been incurred by the Grouping by reason of the act or omission of the Member expelled, but except as provided by this clause a Member expelled shall not be entitled to any compensation whatsoever in respect of the termination of Membership of the Grouping.

Article 12 - Associate Membership

- (a) Associate Members who may be admitted by the General Meeting shall be firms of qualified lawyers from a member state or a non-member state of the European Union known in the air law field.
- (b) Associate Membership shall confer the following rights:
 - (1) to be given due notice of all General Meetings of the Grouping;
 - (2) to participate fully in all General Meetings of the Grouping (including attending the meeting) but not to vote;
 - (3) the views of each Associate Member on any topic which is to be put to the vote of the Grouping shall be sought and communicated to the Members before any such vote is held.
- (c) The provisions of the second paragraph of Article 10, of Article 11 and of Article 13 shall apply *mutatis mutandi* to the Associate Members.

Article 13 - Division of Member Firm

If there shall be a division of any Member's firm involving more than 25% of the partners of that firm, a General Meeting of the remaining Members qualified lawyers shall be entitled to select which part of the divided firm (if any) shall continue to be a Member of the Grouping in each country. Any Member whose firm is likely to divide shall notify the Grouping as soon as it becomes aware of a pending division and the Membership of both parts of the divided firm shall be suspended pending the decision of the General Meeting.

Article 14 - Preferential Referrals

Each member shall use his reasonable endeavours to promote the interests of the Grouping and of its Members. Whenever a Member shall receive instructions from its client which requires advice or action on an air law matter in another country in which another Member of the Grouping practices, the Member being retained by such client ("the Client Firm") shall refer its client or pass the case only to the law firm in that other country who is a Member of the Grouping ("the Consultant Firm") provided that the Client Firm shall not be obliged to pass the client or the case to the Consultant Firm if:-

- (a) the subject matter of the case requires expertise not available within the Consultant's firm;
- (b) a conflict of interest would or could arise;
- (c) any other circumstances exist whereby it would not be in the interests of the client for the case to be dealt with by the Consultant Firm;
- (d) the client employs or retains other lawyers in the country of the Consultant Firm or wishes to do so.

Article 15 - Liability

Each Member of the Grouping shall be jointly and severally liable for all the debts incurred in the name of or on behalf of the Grouping even if such debt or liability would not fall within the object of the Grouping unless any claim in respect thereof would be raised by a third party who has knowledge that such debt or liability does not fall within the objects of the Grouping.

As among the Members, it is understood that such debts shall be solely the debts which are within the objects of the Grouping and which have been incurred or authorised in accordance with these Articles and the by-laws and shall not include any debt or liability incurred by the Members on behalf or on account of their respective clients.

Article 16 - No Partnership

It is hereby declared and agreed that nothing in this Deed is intended to constitute a partnership between the Member firms of the Grouping and each Member hereby agrees to indemnify and keep indemnified the other Members against all actions, proceedings, claims, demands, costs and expenses of whatsoever nature directly or indirectly incurred as a result of the acts or omissions of that Member firm or by any partner or person employed by that Member firm whether qualified as a lawyer or not, including claims for professional negligence and to maintain professional insurance.

Article 17 - Dissolution, Liquidation and Winding-up

- (a) After any dissolution of the Grouping or at the end of the term, the liquidation shall be carried out by the Council of Managers, unless the Council of Managers designate others as liquidators.
- (b) The Council of Managers shall determine the remuneration, if any, that shall be payable to the liquidators.
- (c) During the liquidation, the provisions of these Articles shall remain applicable as far as possible, unless otherwise provided by law.

Article 18 - Ethics

It is a duty for each Member to ensure that the terms of this Agreement comply with the Law Society or Bar Association Rules of its country and each Member shall observe such rules at all times. Nothing in this Agreement will be interpreted as a derogation to each Members' obligations to applicable rules of the Law Society or Bar Association in the country where it practices.


Article 19 - Arbitration

Any dispute which would occur between Members of the Grouping regarding this grouping shall be finally settled by two arbitrators. The arbitrators will be the President for the time being of the Law Society of England and the Bâtonnier du Barreau de Paris or any such deputy as each of them would appoint.

The Arbitrators shall decide the matter without regard to legal or equity rules and shall be entitled to proceed at their reasonable discretion according to the judgment of sound men.

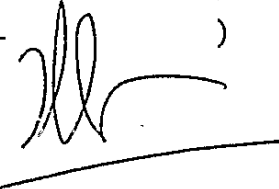
SIGNED by NEIL MCGILCHRIST)
and THOMAS SANDERS)
for and on behalf of)
BEAUMONT AND SON)
in the presence of:-

Phil Sanders Neil R. McGilchrist

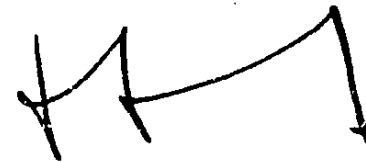
M. Laval 

Maylis CASATI-OLLIER
AVOCAT
17 avenue de LAMBALLE
75016 PARIS FRANCE
SIGNED by)

FERNAND GARNAULT)
in the presence of:-)

M. Laval 

Maylis CASATI-OLLIER
AVOCAT
17 avenue de LAMBALLE
75016 PARIS FRANCE



FILE COPY



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

No. GE71

I hereby certify that

GARNAULT BEAUMONT EEIG

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

Given at Companies House, Cardiff, the 12th July 1994

A handwritten signature in cursive script, likely belonging to the Registrar of Companies.

For The Registrar Of Companies



C O M P A N I E S H O U S E

EEIG3

**Notice of manager's particulars,
and of termination of appointment
where the official address of the
EEIG is in Great Britain**

Please do not
write in
this margin

Pursuant to Article 7(d) of Council Regulation (EEC) No. 2137/85
and Regulations 5 and 13(1)(a) of the European Economic
Interest Grouping Regulations 1989

To the Registrar of Companies
(address overleaf)

Grouping number

6-21

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

Name of grouping

* insert full name
of grouping

* GARNAULT BEAUMONT EEIG

o specify the
change (including
termination of an
appointment) and
date thereof
and if this
consists of the
appointment of
a manager
complete the
box below.

notifies you of the following details (see note 1 overleaf):

☒ THE APPOINTMENT OF MANAGERS

Particulars of manager (note 2 overleaf)

Name (note 3)	NEIL ROBERTSON MCGILCHRIST	Business occupation	SOLICITOR
Previous name(s)		Nationality	BRITISH
Address (note 4)	4 CHURCH STILEET CUCKFIELD WEST SUSSEX	Date of birth	8 DECEMBER 1946
	Postcode	BN17 5JZ	

† delete as
appropriate

I consent to act ~~singly~~/jointly† as manager of the grouping named above

Signature

Neil R. McGilchrist

Date

30th June 1996

If the grouping has more than one manager does the manager have the power to bind the grouping
acting singly? **YES/NOT**

If NO please specify the conditions under which managers can bind the grouping: Managers will
act jointly and all acts, undertakings and contracts will have to be executed
by at least two members. However, one of the managers will serve as Chairman
and the Chairman shall be entitled to execute alone contracts under £1,000.

Signature

Neil R. McGilchrist

(Member)/(Manager)†

Date

30th June 1996

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

BEAUMONT AND SON (DD)
LLOYDS CHAMBERS
1 PORTOKEN STREET
LONDON E1 8AW

For official Use

Post room



E0E0C2QP

ED31RECEIPT DATE:07707794

EUROPEAN ECONOMIC INTEREST
GROUPING FORM No. 3

EEIG3

**Notice of manager's particulars,
and of termination of appointment
where the official address of the
EEIG is in Great Britain**

Please do not
write in
this margin

Pursuant to Article 7(d) of Council Regulation (EEC) No. 2137/85
and Regulations 5 and 13(1)(a) of the European Economic
Interest Grouping Regulations 1989

To the Registrar of Companies
(address overleaf)

Grouping number

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

6271

Name of grouping

* GARNAULT BEAUMONT EEIG

* insert full name
of grouping

o specify the
change (including
termination of an
appointment) and
date thereof
and if this
consists of the
appointment of
a manager
complete the
box below.

notifies you of the following details (see note 1 overleaf):

☒ The appointment of managers.

Particulars of manager (note 2 overleaf)

Name (note 3) FERNAND GARNAULT

Business occupation

Avocat

Previous name(s)

Nationality

Address (note 4) 17 AVENUE DE LAMBALLE

Francaise

PARIS

Date of birth

FRANCE

Postcode

75016

14/03/1935

† delete as
appropriate

I consent to act ~~singly~~/jointly† as manager of the grouping named above

Signature

Date 29 June 1994

If the grouping has more than one manager does the manager have the power to bind the grouping
acting singly? YES/NOT

If NO please specify the conditions under which managers can bind the grouping:
Managers will act jointly and all acts, undertakings and contracts will have
to be executed by at least two managers. However, one of the managers will
serve as Chairman and the Chairman shall be entitled to execute alone

contracts under £1,000

Signature Neil McAlister (Member) (Manager)†

Date 30 June 1994

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

BEAUMONT AND SON (DD)
LLOYDS CHAMBERS
1 PORTOKEN STREET
LONDON E1 8AW

For official Use

| Post room



E0E0D2QQ

ED3|RECEIPT DATE:07/07/94