

**ARTICLES OF ASSOCIATION OF A LIMITED LIABILITY COMPANY  
SINGLE-MEMBER COMPANY  
ITALIAN REPUBLIC**

On sixteen April two thousand and fourteen

(16 April 2014)

In Abbiategrosso, in my offices in via Piatti no. 15.

Before me **Mr. Gianni SCAGLIONI**, Notary in Abbiategrosso, registered with the Board of Notaries, the following party appeared, Mr.:

- **Paolo BRAY**, born in Wiesbaden (Germany) on 1 July 1968, resident in Milano, via Felice Casati no. 12, tax code: BRY PLA 68L01 Z1120.

Said party, Italian citizen, whose personal identity I Notary am certain of, by this deed;

1) declares to establish a limited liability company with the following name:

**"WORLD SUSTAINABILITY ORGANIZATION S.R.L."**

**- single-member company -**

(in brief WSO S.R.L. single-member company) of which he is the single member.

2) The company headquarters is established in the Municipality of Milan.

For the sole purpose of registration in the Business Register, the appearing party declares that the current address of the company is in Milan, Corso Buenos Aires no. 37.

The transfer of the registered office within the Municipality does not involve amendments to the Articles of Association.

3) The duration of the company is until 31 (thirty-one) December 2050 (two thousand and fifty) and may be extended in the manner prescribed by the laws concerning company operations.

4) The corporate purpose of the company is:

- the certification of products and services with a lower environmental impact with particular reference to fishing, aquaculture and agriculture products through the use of accredited Certification Bodies;
- the promotion and development of eco-sustainable and eco-friendly methods.

The company may also carry out all commercial, industrial, investment and real estate transactions which are necessary or useful for achieving the corporate purpose, it may provide sureties, secured or unsecured guarantees also to third parties, and acquire shareholdings and investments in other companies or enterprises, provided that such operations are not carried out vis-à-vis the public or predominantly, in compliance with mandatory laws.

5) The share capital is set at Euro 10,000 (ten thousand) subscribed by the constituent shareholder, who pays it entirely by means of the non-transferable bank draft no. 7C) 4 6068099412 11 issued by the Banca Monte dei Paschi di Siena s.p.a. today (16 April 2014) which is withheld by the appearing party who, in his capacity as the sole director (as mentioned below), issues a receipt.

6) The company is initially managed, until revocation or resignation, by the same party in his capacity as sole director, who accepts the appointment and declares that he is not ineligible pursuant to law.

The Sole Director can perform any kind of deed and the same is responsible for general representation of the company without any limits.

7) The first financial year will close on 31 (thirty-first) December 2014 (two thousand and fourteen) and the following ones on the thirty-first of December of each year.

8) The overall incorporation expenses approximately amount to Euro 2,200 (two thousand two hundred), which are entirely borne by the company.

9) The organization and operation of the company are governed by the following rules.

**RULES CONCERNING THE OPERATION OF THE COMPANY**

\* \* \*

## **COMPANY NAME - CORPORATE PURPOSE - HEADQUARTERS - DURATION**

Art. 1. - A limited liability company is established under the name:

**"WORLD SUSTAINABILITY ORGANIZATION S.R.L."**

(in brief WSO S.R.L.)

Art. 2 - The corporate purpose of the company is:

- the certification of products and services with a lower environmental impact with particular reference to fishing, aquaculture and agriculture products through the use of accredited Certification Bodies;
- the promotion and development of eco-sustainable and eco-friendly methods.

The company may also carry out all commercial, industrial, investment and real estate transactions which are necessary or useful for achieving the corporate purpose, it may provide sureties, secured or unsecured guarantees also to third parties, and acquire shareholdings and investments in other companies or enterprises, provided that such operations are not carried out vis-à-vis the public or predominantly, in compliance with mandatory laws.

Art. 3 - The registered office of the company is in the Municipality of Milan.

The company may establish secondary offices.

The transfer of the office to a Municipality other than the initial one takes place by resolution of the Shareholders' Meeting.

The company may set up or close subsidiaries, branches, representative offices in Italy or abroad.

Art. 4 - The duration of the company is set until 31 (thirty-one) December 2050 (two thousand and fifty).

### **SHARE CAPITAL**

Art. 5 - The share capital is Euro 10,000 (ten thousand) divided into shares pursuant to the law.

Art. 6 - The resolution to increase the share capital may allow the contribution of any element susceptible to economic evaluation, including the provision of work or services to the company, by determining the procedures for conferment; in the absence of other indications, the contribution must be made in cash.

The policy or surety provided by law to guarantee the obligations to perform work or services can be replaced by the shareholder by payment of a security deposit of the corresponding amount of money with the company.

Art. 7 - In the event of a capital reduction due to losses, prior deposit at the corporate office of the management body's report on the company's equity situation and the observations of the Supervisory Body may be omitted.

### **SHAREHOLDER LOANS**

Art. 8 - The shareholders may provide, upon request of the management body, loans with or without repayment obligation, for consideration or free of charge, in compliance with the conditions and limits established by the law regarding the collection of savings.

### **SHAREHOLDINGS**

Art. 9 - Shareholder rights belong to the shareholders in proportion to the shareholding held.

Art. 10 - In the event of transfer of the shareholdings or part thereof by deed between living persons for a consideration, the pre-emption right is reserved for the other shareholders.

To this end, the shareholder who intends to transfer his/her shareholding must notify all the other shareholders by registered letter with return receipt, indicating the name of the purchaser, the consideration and all the other sales conditions. The communication is valid as a contractual proposal to the shareholders, who can determine the conclusion of the contract by communicating their acceptance to the proposer within sixty days of receipt of the proposal.

Should the pre-emption right be exercised by more than one shareholder, these shareholders will divide the shares offered for sale so that the shareholding ratio remains unchanged between them.

In the event of transfer for a consideration other than money, or when the requested price is considered excessive by at least one of the shareholders who has exercised the pre-emption right, the transfer price is determined by an expert appointed by the court upon the request of the most diligent party, in the manner prescribed by these rules on company operations to determine the value of the shareholding of the withdrawing shareholder.

The expressed or implied waiver of the right of the pre-emption rights, in the event of failure to reply within sixty days of receipt of the communication, permits the shareholder to freely assign his/her share exclusively to the subject and at the conditions indicated in the communication. The transfer must however occur within the thirty days following the withdrawal of the pre-emption right.

The pre-emption right does not apply when the shareholder transfers all or part of his/her shareholding to the spouse or relative in a direct line.

The sale of the share made in breach of the foregoing with regard to the pre-emption right will not be enforceable against the company.

#### **WITHDRAWAL OF THE SHAREHOLDER**

Art. 11 - The shareholder can withdraw from the company in the cases provided for by law.

The intention to withdraw must be communicated to the management body by registered letter with return receipt within thirty days of the registration in the business register of the decision that legitimizes the withdrawal or, in the absence of a decision, from the moment in which the shareholder learns of the reason that legitimizes it.

Shareholdings for which the right of withdrawal is exercised cannot be transferred. The withdrawal cannot be exercised, and if already exercised is ineffective, when the company revokes the decision that legitimizes it or when the dissolution of the company is resolved.

Art. 12 - The withdrawing shareholder has the right to obtain reimbursement of his/her shareholding in proportion to company assets, established by taking into account the company's financial situation, its profitability, the value of the tangible and intangible assets it holds, its position on the market and every other circumstance and condition that is normally taken into consideration to determine the market value of the equity investments of the company; in the event of disagreement, the decision is made on the basis of a sworn report drawn up by an expert appointed by the court pursuant to law, at the request of the most diligent party.

The reimbursement must be made, in the manner prescribed by law, within one hundred and eighty days from the communication of the intention to withdraw.

#### **SHAREHOLDER DECISIONS**

Art. 13 - The shareholders decide on the matters reserved to them by the law or by these rules on company operations, and on the subjects submitted to their approval by one or more directors or by as many shareholders who represent at least one third of the share capital.

Shareholder resolutions taken in compliance with the law and the Articles of Association bind all shareholders, even if absent or dissenting.

Art. 14 - The following are reserved for the shareholders:

- 1) the approval of the financial statements and the distribution of profits;
- 2) the appointment and withdrawal of directors, without prejudice to the rights concerning company management which could be attributed to individual shareholders;
- 3) any appointment of Auditors and the Chairperson of the Board of Statutory Auditors or of the Independent Auditor;
- 4) the amendments to the Articles of Association ;
- 5) the decision to carry out operations that involve a substantial change to the corporate purpose or a significant change to shareholders' rights;
- 6) the appointment and withdrawal of liquidators and the criteria for carrying out liquidation;
- 7) the other decisions where the law irrevocably reserves this power for the shareholders.

A shareholders' decision must not authorise, pursuant to art. 2465 of the (It.) Civil Code, the purchase by the company, for a consideration equal to or greater than one tenth of the share capital, of assets or credits of the founding members, shareholders and directors, in the two years following company registration.

Art. 15 - Shareholders' decisions are taken with the favourable vote of shareholders representing more than half of share capital and they can be adopted by a shareholders' resolution, by written consultation or on the basis of the express written consent of the shareholders.

The Shareholders' Meeting can also be held in more than one place, audio and/or video connected and under the following conditions, which must be acknowledged in the relative minutes:

- that the Chairperson and the secretary, (even non-member) of the Meeting, if appointed, who will prepare and sign the minutes are present in the same place;
- that the Meeting Chairperson can ascertain the identity and legitimacy of attendees, that he/she can regulate the proceedings of the Meeting and ascertain and proclaim the results of the vote;
- that the individual taking the Minutes of the Meeting must be able to adequately follow any elements of the Meeting which are to be included in the Minutes;
- that those in attendance are able to take part in the discussion and to the voting on the items on the Agenda, in addition to viewing, receiving or transmitting documents;
- that the notice of call indicates the venues with audio/video link provided by the company, which may be reached by attendees; the Meeting being deemed to be held at the venue where the Chairperson is present.

In all the places with audio and video connection where the Meeting is held, the attendance sheet must be prepared.

Any shareholder who is not in arrears with contributions has the right to participate in the decisions and his/her vote is valid in proportion to his/her shareholding.

The decisions of the shareholders must be adopted through a resolution by the shareholders' meeting when they concern amendments to the Articles of Association or the performance of transactions that involve a substantial amendment to the corporate purpose determined in the Articles of Association or a significant change in shareholders rights, and however when one or more directors or shareholders who represent at least one third of the share capital require it, or when it is expressly provided for by law.

Art. 16 - The procedure for the written consultation or the acquisition of written consent is regulated as follows.

One of the shareholders or one of the directors notifies all the shareholders and all the non-member directors about the text of the decision to be taken, setting a term of no less than eight days within which each shareholder must send any consent to the same. Should a reply not be received within the time limit set, consent is deemed to have been denied. The subject matter of the decision and the consent to the decision must be substantiated by the documents.

Communications may be made by any means which enables verification of their origin and which allows receipt of confirmation of receipt (also by way of a declaration of receipt sent by the same means), including fax and e-mail, and must be kept by the company.

Shareholder decisions adopted in this way must be recorded in a report prepared by the management body and included in the book of Shareholders' resolutions.

Art. 17 - The Shareholders' Meeting is governed by the following rules:

- a) the Meeting can also be called outside the registered office, as long as it is in Italy;
- b) the Meeting is called by the management body by notice containing the day, place, time of the Meeting and the list of items to be discussed, sent to each of the shareholders at least eight days before the date set for the Meeting. The notice must be sent by registered letter with return receipt, to the address indicated by the shareholders, or by any other means that allows acknowledgment of receipt (also by way of a declaration of receipt sent by the same means), including fax and email, to the address previously communicated by the shareholder. In the event of management body impossibility or inactivity, the Meeting may be called by any Supervisory Body or by any of the shareholders;
- c) the Meeting is considered duly constituted when the entire share capital is present and when all the directors and members of the Supervisory Body, if any, are present or have been informed of the Meeting and no one objects to the discussion thereof;
- d) the shareholders may be represented at the Meeting by another person by written proxy which must be kept by the company;
- e) the Meeting Chairperson verifies regular constitution thereof, he/she verifies the identity and

legitimacy of those present, regulates its progress, ascertains and proclaims the results of the votes; the results of these controls must be recorded in the minutes;

f) the Meeting is chaired by the sole director or by the Chairperson of the Board of Directors, and in the absence thereof, by the person designated by those present who represent the majority of the share capital attending the Meeting;

g) the Meeting appoints a secretary, even a non-shareholder, who draws up the minutes, signed by the latter and by the Chairperson; in the cases provided for by the law and when the Chairperson deems it appropriate, a notary chosen by the latter may draw up the minutes.

#### **MANAGEMENT**

Art. 18 - The company is managed, alternatively:

- a) by a sole director;
- b) by two or more directors, up to a maximum of five;
- c) by a Board of Directors composed of up to five directors.

The type of management and the number of directors are established by the shareholders together with the appointment of directors.

The shareholders, when appointing the management body or by subsequent decision, can entrust the directors with management powers to be exercised separately or jointly, without prejudice to the authority of the Board of Directors for the preparation of the draft financial statements and the other situations unconditionally envisaged by law.

The directors may also be non-shareholders and may be re-elected.

The management body remains in office until withdrawal or resignation or for the duration established by the shareholders at appointment. The directors can be withdrawn at any time by decision of the shareholders, without prejudice to the right to compensation for any damages if the withdrawal of the director appointed for a fixed term occurs without just cause.

The termination of the directors as a result of expiry of their office or resignation takes effect from the moment in which the management body has been re-elected. However, the directors who remain in office, those who no longer hold office and any Supervisory Body must submit the re-election of the management body to the decision of the shareholders as soon as possible, and in any case within thirty days.

When the company is managed by a Board of Directors, should the majority of the directors leave office for any cause or reason, the remaining Directors shall be deemed to have resigned. When management is assigned to multiple directors, jointly or separately, should one of the directors leave office for any cause or reason, the remaining directors shall be deemed to have resigned.

Moreover when the Board of Directors is composed of only two members, a Chief Executive Officer may be appointed, but in the event of disagreement over his/her withdrawal, both members of the Board of Directors will automatically cease office.

Directors may not be unlimited partners in competing companies, nor may they conduct a competing business on their own account or on behalf of third parties, nor may they be directors or general managers in competing companies, unless authorized by the shareholders. In the event of non-compliance by the director with this prohibition, he/she may be withdrawn from office and he/she is liable for damages. When management is entrusted separately to several persons, each director has the right to object to execution by the other directors of the management deeds, before they are completed. In that case the decision is referred to the "shareholders' decision"

as described above in articles 13 et. seq (in particular art.15).

Art. 19 - The Sole Director or the Board of Directors or the multiple directors manage the corporate enterprise with the diligence required by the nature of the assignment and perform all the operations needed to achieve the corporate purpose, in full compliance with the legal limits and according to the provisions of the Articles of Association or at the time of their appointment.

The management body may appoint executive officers for specific duties or categories of duties and it may appoint directors including general directors.

Art.20 - The Sole Director holds powers of ordinary and extraordinary management, without exception, as

well as for the legal representation of the company before third parties and in court.

The Board of Directors, acting collectively, holds all the powers of ordinary and extraordinary management, without exception. In this case the legal representation of the company before third parties and in court lies with the Chairperson of the Board of Directors, the Vice-Chairperson if appointed, and the managing directors within the terms of the law and this deed.

Lastly, the individual directors hold all the powers, to be exercised jointly or separately, in accordance with the provisions of their appointment and the same applies to the legal representation of the company before third parties and in court.

Art. 21 - The Board of Directors is governed by the following rules:

- a) if the shareholders have not done so at appointment, the Board elects the Chairperson from among its members and a Vice Chairperson who exercises the duties of the Chairperson in his/her absence or impediment, and it may appoint one or more managing directors determining their powers within the limits set by the law;
- b) the Board meets in the registered office or elsewhere, provided it is in Italy, when the Chairperson considers it necessary or when a written request is made by at least one director;
- c) the Board is convened by the Chairperson by written notification containing the date, place and time of the Meeting and the Agenda, sent to all the directors and members of the Supervisory Body, at least five days before the date set for the Meeting, and in the event of particular urgency at least twenty-four hours before; notification can also be sent by fax or e-mail, to the address previously provided by the party concerned and noted in the book of resolutions of the Board of Directors; in the event of impossibility or inactivity of the Chairperson of the Board it may be convened by any of the directors;
- d) in the absence of a formal convocation, the Board duly decides when all the directors and members of the Supervisory Body are present;
- e) the decisions of the Board of Directors are taken with the favourable vote of the majority of the directors in office or according to the majorities and in the manner provided at appointment of the directors;
- f) the Board of Directors appoints a secretary, even non-board member, who draws up the minutes of the resolutions and signs it together with the Chairperson;
- g) the decisions of the Board of Directors may also be adopted by written consultation or on the basis of the express written consent of each of the directors; in this case one of the directors communicates the proposed text of the decision to all the others, setting a term of no less than eight days within which each must send to the head office any consent thereto; in the event of failure to reply within the time limit set, consent is considered denied; documents must clearly show the subject matter of the decision and consent thereto; communications may take place by any means that enables verification of their origin and receipt of confirmation (also by way of a declaration of receipt sent by the same means), including fax and email, and they must be kept by the company;
- h) the Board of Directors must always meet to approve the draft financial statements and in the other cases envisaged by law.

Art. 22 - The directors are entitled to reimbursement of the expenses incurred to perform their office, furthermore the shareholders can assign an annual fee, in a fixed amount or proportional to the profits for the year, and establish that an indemnity allowance for the termination of the continuous and coordinated contractual relationship be set aside in a specific item in the balance sheet. Any remuneration of the managing directors is established by the Board of Directors at appointment.

Directors may be assigned an end of mandate allowance calculated with insurance or social security systems.

#### **SUPERVISORY BODY**

Art. 23 -The Supervisory Body is made up of a single effective member in accordance with the provisions of Article 2477 of the (It.) Civil Code, to which specific reference is made.

### **FINANCIAL STATEMENTS AND PROFITS**

Art. 24 - The financial years end on the 31 (thirty-one) December of each year. The Management Body prepares the financial statements and submits them to the shareholders for approval within one hundred and twenty days of the financial year end; except for the possibility of a longer term within the limits and under the conditions provided for by Article 2364, paragraph 2 of the (It.) Code Civil.

Art. 25 - The amount corresponding to at least one twentieth of the financial years' net profits must be allocated to the Statutory Reserve, until such reserve has reached one fifth of share capital. The remaining share of the operating profits for the financial year is distributed to the shareholders, unless otherwise decided thereby.

By unanimous resolution the shareholders may set up one or more types of reserves, establishing the conditions, constraints, the methods of formation and movement.

### **DEBT SECURITIES**

Art. 26 - Debt securities can be issued by the company in accordance with the law, following the decision of the shareholders taken with the favourable vote of shareholders representing more than half of share capital.

### **ARBITRATION CLAUSE**

Art. 27 - All disputes between shareholders or between shareholders and the company, directors, liquidators or statutory auditors, concerning rights relating to the company relationship, are resolved by a single arbitrator appointed by the President of the Board of Notaries in which the company has its registered office within thirty days of the request made in writing by the most diligent party. The seat of arbitration is established, within the province in which the company has its registered office, by the appointed arbitrator. The arbitrator adopts informal arbitration without formalities, and decides according to law within ninety days of the appointment, without obligation to file the arbitral award, also ruling on the costs of the arbitration. This arbitration clause does not apply to disputes in which the law provides for the mandatory intervention of the Public Prosecutor.

### **REFERENCE TO APPLICABLE LAW**

Art. 28 - As regards to all matters not explicitly covered, the related provisions of law shall apply. The appearing party declares he has received a copy, having read and clearly understood the information notice governed by Article 13 of (It.) Legislative Decree no. 196 of 30 June 2003, and any matters not expressly provided therein, expressly declares to allow the processing of the data provided, also sensitive or judicial data, as well as their communication and dissemination within the limits and for the purposes indicated in the same information notice.

In my capacity as a (Public) Notary I have received this deed which I read to the appearing party who, as a sign of approval, signs it with me at 5 minutes past 3 in the afternoon (pm).

Consisting of two sheets, written by a trusted person and completed in my hand occupying, to this point, seven pages and up to this point of the eighth.

Signed: BRAY Paolo

Signed: SCAGLIONI Gianni Notary (Locus Sigilli)