

MRD
11/6/00

12-01-2000



101535020

Docket No.:

6502-3193

Tab settings → → → ▼ ▼

To the Honorable Commissioner of Patents and Trademarks

Please refer to the attached original documents or copy thereof.

11-06-2000
U.S. Patent & TMO/TM Mail Rpt. Dt. #31

1. Name of conveying party(ies):

Nuova Europa S.p.A.
Via Monte Grappa 7
Bergamo ITALY

- Individual(s)
- General Partnership
- Corporation-State
- Other **Italian Joint Stock Company**

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **October 22, 1992**

Name and address of receiving party(ies):

Name: **Fontanaarte S.p.A.**

Internal Address:

Street Address: **Via Monte Grappa 7**

City: **Bergamo ITALY** State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Italian Joint Stock Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,645,099

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **James B. Conte**

Internal Address: **Lee, Mann, Smith, McWilliams,
Sweeney & Ohlson**

Street Address: **209 S. LaSalle Street, Suite 410**

City: **Chicago** State: **IL** ZIP: **60604**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-0913

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James B. Conte

Name of Person Signing

Signature

11/2/2000

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK

Mark: FONTANA ARTE
Registration No.: 1645099
Filing Date: May 21, 1991

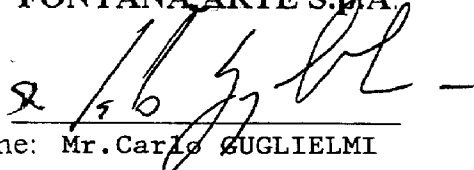
APPOINTMENT OF DOMESTIC REPRESENTATIVE

FONTANA ARTE S.p.A., successor in title to Lavet S.p.A. and Nuova S.p.A., hereby appoints
the following

James B. Conte, Esq.
Lee, Mann, Smith, McWilliams, Sweeney and Ohlson
209 S. La Salle Street, 4th Floor
Chicago, Illinois 60604

as its Domestic Representative upon whom notices or process in proceedings affecting the above
mark may be served.

FONTANA ARTE S.p.A.

By: 
Name: Mr. Carlo BUGLIELMI
Title: Legal Representative

N. 125.024 REP.

ATTO DI FUSIONE

Repubblica Italiana

L'anno millenovecentonovantanove, questo giorno 22 (ventidue) del mese di ottobre.

In Milano, nel mio studio in via Borgogna n. 5.

Avanti a me dott. **GIULIANO SALVINI**, Notaio in Milano, iscritto nel Collegio Notarile di Milano, senza l'assistenza dei testimoni per avervi i comparenti rinunciato, d'accordo fra loro e col mio consenso, sono presenti i signori:

- dott. **MARTINELLI GIOVANNI**, nato a Cernobbio il giorno 27 dicembre 1946, domiciliato per la carica a Bergamo, via Monte Grappa n. 7, commercialista, il quale interviene al presente atto nella sua qualità di amministratore della società "**NUOVA EUROPA S.P.A.**", con sede in Bergamo, via Monte Grappa n. 7, col capitale sociale di Lire 7.000.000.000, iscritta presso il Registro delle Imprese di Bergamo al n. 16454/1999, (codice fiscale 09363510158), in esecuzione della deliberazione dell'assemblea straordinaria dei soci in data 18 maggio 1999 n. 123265/17269 di repertorio a mio rogito (registrata a Milano - Atti Pubblici - il 3 giugno 1999 al n. 21927/71/M Serie 1/A);

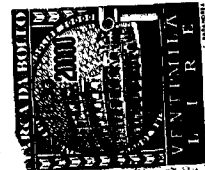
- dott. **GUGLIELMI CARLO**, nato a Milano il 17 dicembre 1947, domiciliato per la carica a Bergamo, via Masone n. 11, dirigente, il quale interviene al presente atto quale amministratore delegato della società "**FONTANA ARTE S.P.A.**", con sede in Bergamo, via Masone n. 11, col capitale sociale di Lire 1.500.000.000, iscritta presso il Registro delle Imprese di Bergamo al n. 42879, (codice fiscale 00164730277), in esecuzione della deliberazione dell'assemblea straordinaria dei soci in data 18 maggio 1999 n. 123266/17270 di repertorio a mio rogito (registrata a Milano - Atti Pubblici - il 3 giugno 1999 al n. 21.928/71/M Serie 1/A).

Detti comparenti, della cui identità personale io notaio sono certo, premettono:

- che con le due sopraricordate deliberazioni assembleari le società "**NUOVA EUROPA S.P.A.**" e "**FONTANA ARTE S.P.A.**" entrambe con sede in Bergamo, hanno approvato il relativo progetto di fusione che prevede l'incorporazione della seconda nella prima, sulla base della situazione patrimoniale della società "**NUOVA EUROPA S.P.A.**" al 7 aprile 1999 e sulla base del bilancio della società "**FONTANA ARTE S.P.A.**" alla data del 31 dicembre 1998, approvato dall'assemblea dei soci in data 30 aprile 1999;

- che le suddette deliberazioni vennero:

- * regolarmente omologate dal Tribunale di Bergamo con decreto n. 2340/99 la prima e con decreto n. 2339/99 la seconda;
- * depositate per l'iscrizione unitamente ai documenti indicati dall'articolo 2501 sexies del Codice Civile, rispet-



N. 17.628 RACC.

REGISTRATO

A. Milano Atti Pubblici
il 26.10.1999
al N. 33344 / 1711
Serie 11A
con Lire 502000
IL DIRIGENTE SUPERIORE
(LAPI Dr. ROMANO)

La società si denomina

"FONTANAARTE S.P.A.". "

ART. 2

Per effetto della fusione la società incorporante assume tutti i diritti e gli obblighi della incorporata, a questa subentrando in tutti i rapporti giuridici, sia precedenti che successivi alla deliberazione di fusione e così in tutte le attività e passività, qualunque ne sia la fonte, verso qualunque soggetto terzo, sia privato che pubblico.

Nei predetti rapporti si intendono compresi, senza eccezione di sorta, diritti, stati e godimenti di fatto, interessi legittimi, aspettative, contratti in essere, atti e negozi giuridici in genere, anche se in pendenza od in formazione, azioni, liti in qualunque sede radicate, qui dichiarandosi in modo particolare comprese tutte le ragioni comunque originate di debito e credito coi privilegi e le garanzie che le assistono.

ART. 3

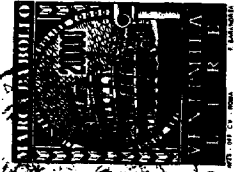
Tutti i beni mobili, sia materiali che immateriali, ed immobili della incorporata si intendono acquisiti ipso jure dalla società incorporante, con ogni pertinenza ed accessorio, con tutti gli afferenti e connessi diritti, sia reali che obbligatori, ragioni, azioni, servitù attive e passive, oneri e gravami in genere.

Il preesistente possesso continua, senza alcun atto di formale immissione, nella incorporante che, per effetto del suo subingresso a titolo universale nel patrimonio della incorporata, viene automaticamente a sostituirsi a quest'ultima, in qualsiasi situazione di fatto e di diritto, acquisendo ogni attività e passività, maturata o maturanda.

La società incorporata "FONTANA ARTE S.P.A.", come sopra rappresentata, dichiara di rinunciare ad ogni suo diritto di ipoteca legale nascente dal presente atto.

Ai fini della trascrizione ed ai fini della voltura catastale del presente atto di fusione le parti dichiarano che la società incorporata "FONTANA ARTE S.P.A." è proprietaria dei beni immobili descritti nel documento qui allegato sotto "C", dei beni mobili registrati elencati nel documento qui allegato sotto "D" e dei marchi di cui all'allegato sotto "E".

Il legale rappresentante della società incorporata "FONTANA ARTE S.P.A.", da me ammonito sulle conseguenze penali delle dichiarazioni mendaci, rende le dichiarazioni richieste ai sensi delle Legge 28 febbraio 1985 n. 47 e contenute nel sopra citato documento qui allegato sotto "C", dichiarazioni tutte che si hanno qui per integralmente riprodotte ed in particolare, ai sensi dell'articolo 18 della predetta legge, dichiara ed attesta che gli appezzamenti di terreno ai quali insistono gli immobili di proprietà della società incorporata hanno la destinazione urbanistica che risulta dai certificati, qui allegati sotto "F" e "G", rilasciati rispettivamente



Ai fini dell'applicazione della tariffa notarile e della percezione del contributo spettante alla Cassa Nazionale del Notariato si indica in Lire 1.871.245.250 (unmiliardoottocentosezzantunomilioniduecentoquarantacinquemiladuecentocinquanta) l'ammontare complessivo del capitale e delle riserve della società incorporata "FONTANA ARTE S.P.A." in dipendenza del presente atto di fusione.

Di quest'atto io notaio ho dato lettura ai componenti che lo approvano e con me lo sottoscrivono, dispensandomi di comune accordo dalla lettura degli allegati.

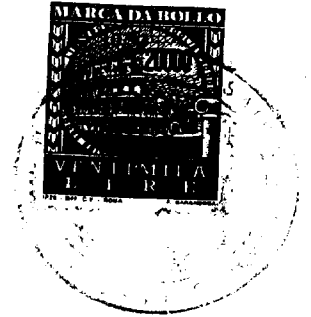
Dattiloscritto da persona di mia fiducia e da me completato a mano su tre fogli per nove intere facciate, comprese le sottoscrizioni.

F.to Giovanni Martinelli

F.to Carlo Guglielmi

F.to GIULIANO SALVINI, Notaio

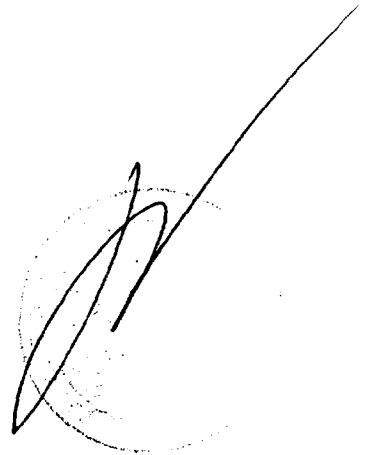
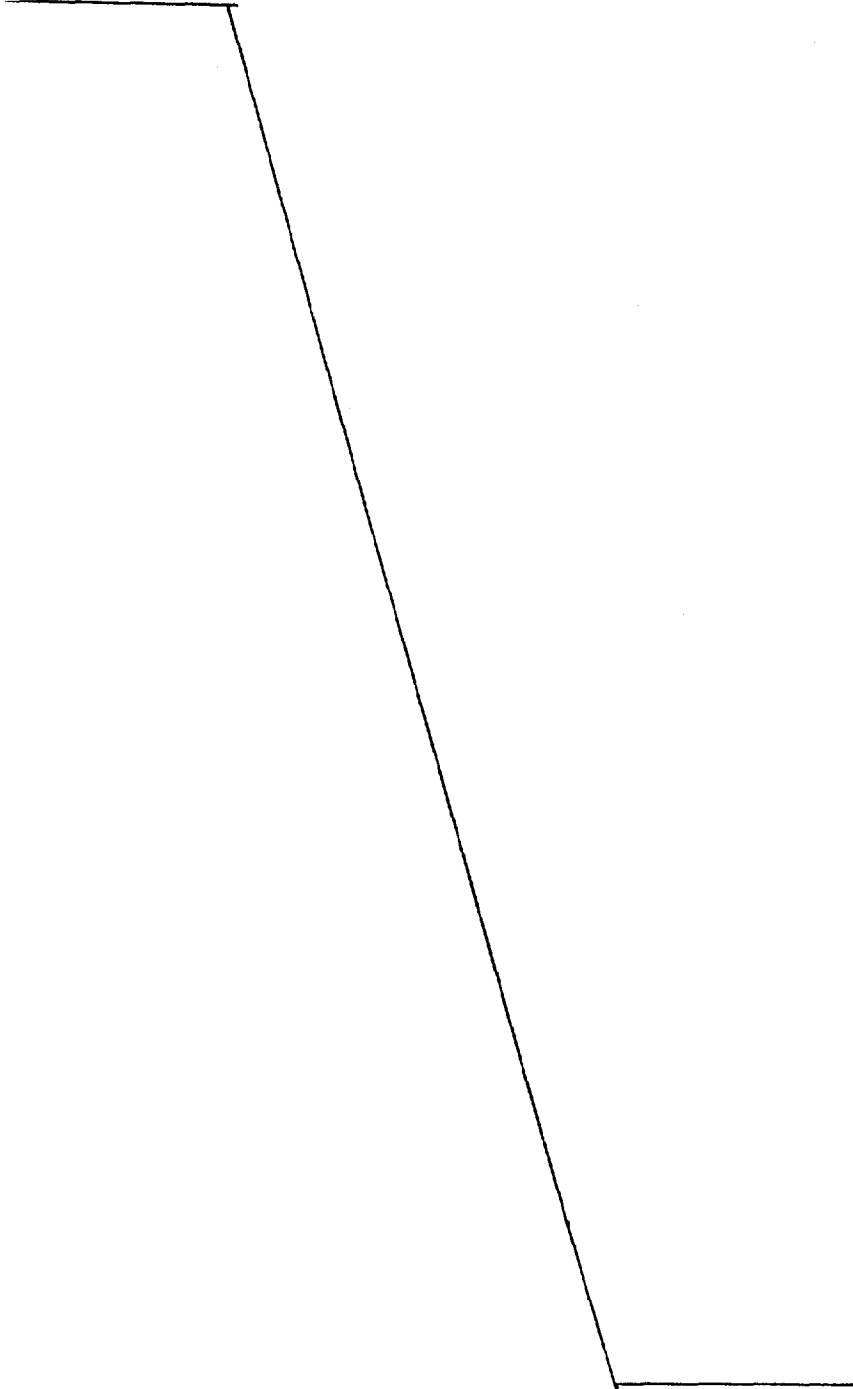
ALLEGATO "A" AL N. 125.024/17.628 DI REPERTORIO



F.to Giovanni Martinelli

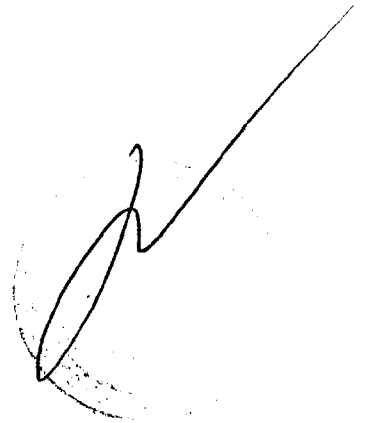
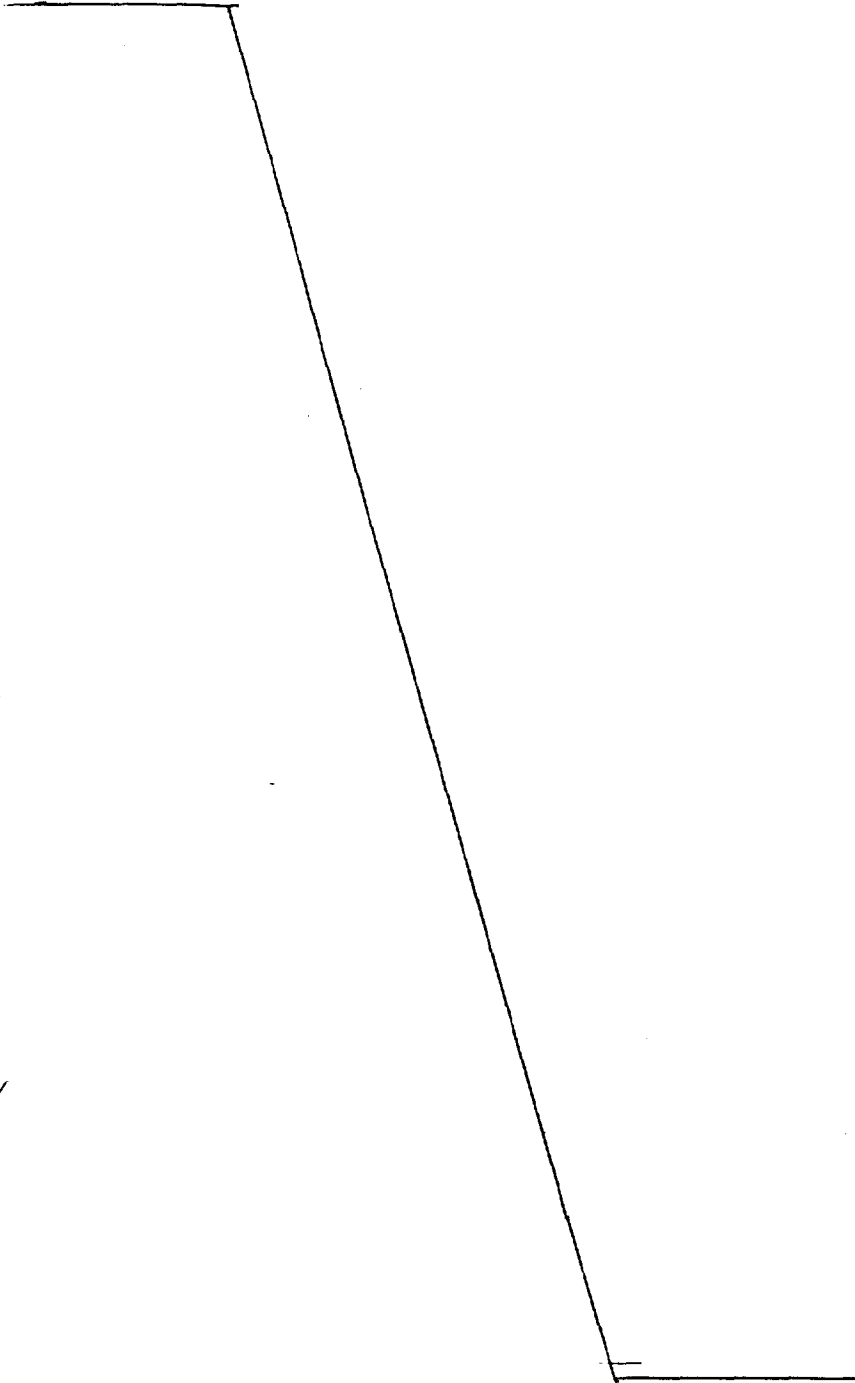
F.to Carlo Guglielmi

F.to GIULIANO SALVINI, Notaio





F.to Giovanni Martinelli
F.to Carlo Guglielmi
F.to GIULIANO SALVINI, Notaio



Coerenze in contorno in corpo del complesso con intercluso il davo Belgioioso tombinato adibito a strada interna:

mappali 7 e 82 del foglio 19, mappali 176 e 168, 174, 170, 171 del foglio 16, area di rispetto stradale con al di là via Alzaia Trieste, mappali 18, 12 e 10 del foglio 16.

Detti beni sono pervenuti alla società in forza di atto di acquisto in data 29 giugno 1981 n. 28611 di repertorio dott. Claudio Malberti, Notaio in Corsico, (registrato a Milano - Atti Privati - in data 14 luglio 1981 al numero 38637 e trascritto presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 27 luglio 1981 ai numeri 47430/37393) e successivo atto di permuta in data 14 ottobre 1991 n. 88784 di repertorio dott. Luciano Quaggia, Notaio in Milano, (registrato a Milano - Atti Privati - in data 30 ottobre 1991 al numero 23082 e trascritto presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 12 novembre 1991 ai numeri 84631/61802) e sono gravati dalle seguente formalità:

- ipoteca iscritta presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 23 aprile 1986 ai nn. 30999/5329 a favore del "Mediocredito Lombardo", in corso di cancellazione;

- ipoteche iscritte presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 22 marzo 1984 ai nn. 23025/3040 ed in data 8 agosto 1989 ai nn. 70415/12648, entrambe a favore del "Mediocredito Lombardo", che non hanno più ragione di sussistere essendo stati integralmente estinti i debiti dalle medesime garantite;

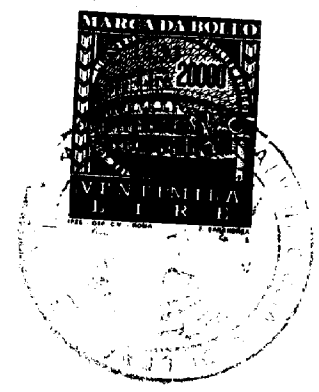
- ipoteca iscritta presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 5 giugno 1992 ai nn. 46292/10326, in rettifica di precedente ipoteca iscritta in data 7 maggio 1992 ai nn. 38049/8248, già assentite di totale cancellazione con atto in data 3 novembre 1997 n. 3994/1211 di repertorio Notaio Vincenzo Ferrara di Roma;

- ipoteca iscritta presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 11 dicembre 1990 ai nn. 94882/19013, a favore del "Mediocredito Lombardo", che non ha più ragione di sussistere essendo stato integralmente estinto il debito dalla medesima garantito e

- ipoteca iscritta presso la Conservatoria dei Registri Immobiliari di Milano 2° in data 13 gennaio 1999 ai numeri 2819/566 a favore della "Banca Popolare Commercio ed Industria".

Il legale rappresentante della società "FONTANA ARTE S.P.A." ai sensi della Legge 28 febbraio 1985 n. 47:

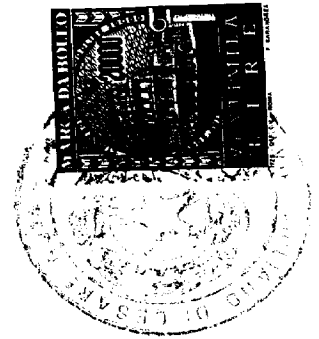
- a' sensi dell'articolo 40, da me ammonito sulle conseguenze penali delle dichiarazioni mendaci dichiara ed attesta, a' sensi e per gli effetti dell'articolo 4 della Legge 4 gennaio 1968 n. 15, che il fabbricato sopra descritto sono state iniziate in data anteriore all'1 settembre 1967 e che successivamente è stato oggetto di opere per le quali sono state rilasciate le seguenti licenze edilizie:



TRADEMARK

REEL: 002186 FRAME: 0208

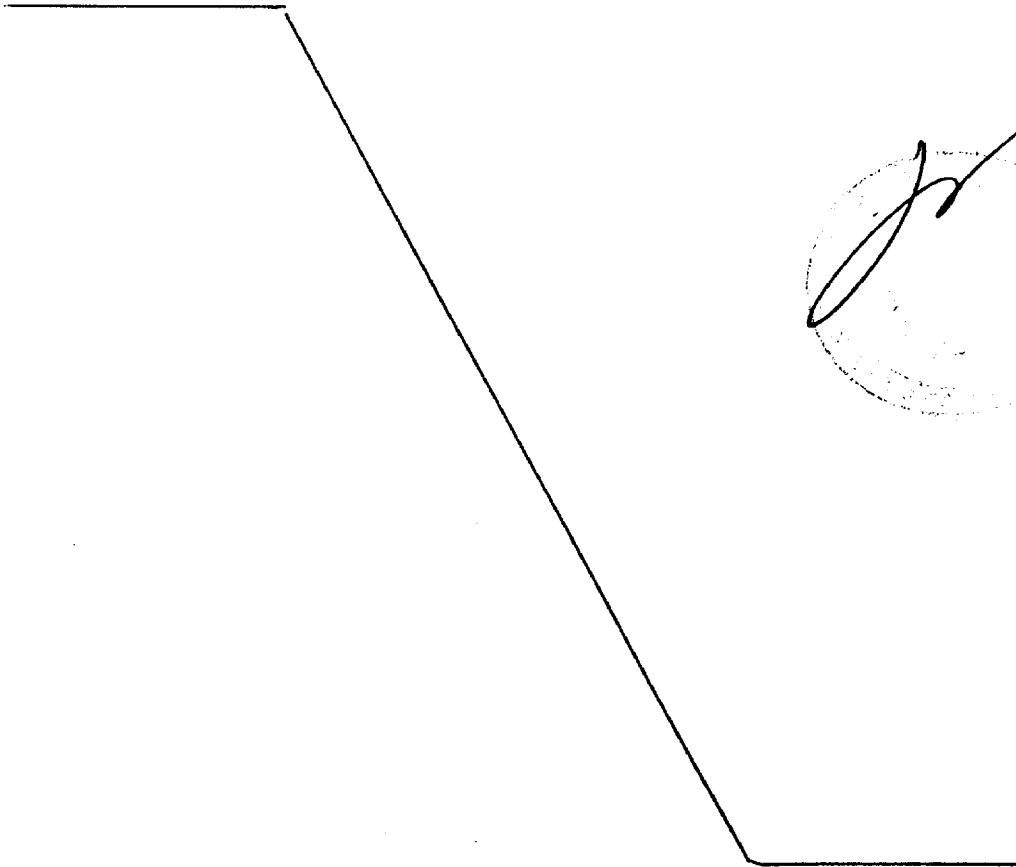
ELENCO AUTOMEZZI
DI PROPRIETA' DELLA SOCIETA' INCORPORATA "FONTANA ARTE S.P.
A." CON SEDE IN BERGAMO



ANNO IMMATR.	TIPO AUTO	TARGA	POTENZA
1997	BMW AUTORVETTURA	AM 2242NA	CV 23 KW 105
1997	SUBARU AUTOCARRO	AR 777 KS	KG 500 KW 40
1998	SUBARU AUTOVETTURA	AZ 713 DD	CV 20 KW 88
1998	SUBARU FORESTER	BA 819 TD	CV 20 KW 90

F.to Giovanni Martinelli
F.to Carlo Guglielmi
F.to GIULIANO SALVINI, Notaio

ALLEGATO "E" AL N. 125.024/17.628 DI REPERTORIO



MARCHIO CANDLE

NAZIONE	N. DEP.	DATA DEP.	N. CONC.	DATA CONC.
ITALIA CL. 11- 20	MI95C002735	17.03.1995	647005	11.04.1995
INTERNAZIO NALE CL. 11- 20			635152	11.04.1995

Maxwell

John -

James

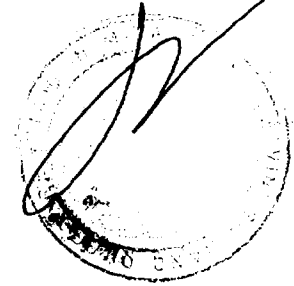
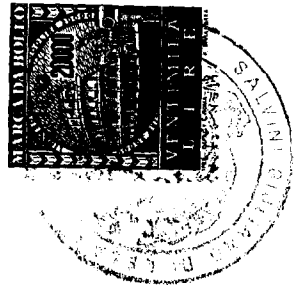


[Signature]

MARCHIO NASKA LORIS

NAZIONE	N. DEP.	DATA DEP.	N. CONC.	DATA CONC.
ITALIA CL. 11	MI92C003324	06.05.1992	642067	28.12.1994
CINA CL. 11	9800089635	07.08.1998		

F.to Giovanni Martinelli
F.to Carlo Guglielmi
F.to GIULIANO SALVINI, Notaio



F.to Giovanni Martinelli

F.to Carlo Guglielmi

F.to GIULIANO SALVINI, Notaio

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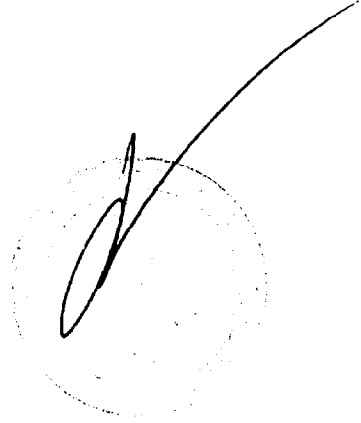
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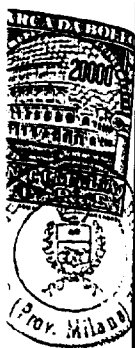
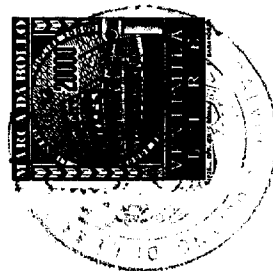
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ETTI



F.to Giovanni Martinelli
F.to Carlo Guglielmi
F.to GIULIANO SALVINI, Notaio



A handwritten signature in dark ink, written over a faint circular postmark. The signature is stylized and appears to be 'G. Salvini'.

L'organo amministrativo potrà richiedere ai soci di erogare finanziamenti anche infruttiferi, con diritto alla restituzione della somma versata nei limiti e con le modalità stabilite dalle leggi vigenti.

Articolo 7.

Tutte le azioni sono liberamente trasferibili, con ogni diritto inerente, fra i singoli soci.

In caso di cessione di azioni a terzi è riservato il diritto di prelazione a favore degli altri soci.

Verificandosi questo caso, l'azionista che ha intenzione di cedere tutte o parte delle proprie azioni dovrà comunicare per iscritto a tutti gli altri azionisti, a mezzo di lettera raccomandata con ricevuta di ritorno diretta all'indirizzo che emerge dal libro soci per ciascuno di questi ultimi azionisti, il nome del cessionario, il numero delle azioni poste in cessione o in vendita ed il corrispettivo che gli viene offerto per tale cessione o vendita; l'opzione dovrà essere esercitata da parte degli altri azionisti entro il perentorio termine di sessanta giorni decorrenti dal ricevimento della lettera raccomandata e ciò mediante deposito presso la sede della società dell'intero importo corrispondente al prezzo di cessione o di vendita comunicato, accompagnato da lettera con la quale si esprime la volontà di esercitare il diritto di opzione.

Nel caso che l'esercizio del diritto di prelazione venga esercitato da più soci, la quota posta in vendita sarà ripartita fra questi ultimi in proporzione alla rispettiva quota posseduta.

Articolo 8.

L'assemblea può deliberare la riduzione del capitale anche mediante assegnazione a singoli soci o gruppi di soci di determinate attività sociali o di azioni o quote di altre aziende nelle quali la società abbia compartecipazione.

ASSEMBLEE

Articolo 9.

L'assemblea rappresenta l'universalità dei soci e le sue deliberazioni, prese in conformità alla legge ed al presente statuto, obbligano tutti i soci.

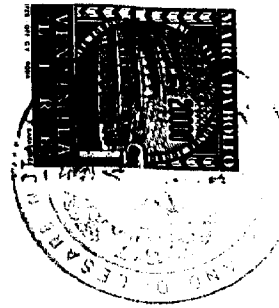
L'assemblea è ordinaria e straordinaria ai sensi di legge. Essa può essere convocata anche fuori della sede sociale in Italia. Quando particolari esigenze, da constatarsi dagli amministratori che lo richiedano, l'assemblea ordinaria per l'approvazione del bilancio può venire convocata dagli amministratori entro sei mesi dalla chiusura dell'esercizio sociale.

Articolo 10.

Ogni azione dà diritto ad un voto.

Articolo 11.

Le convocazioni delle assemblee sono fatte con la pubblicazione dell'avviso contenente l'ordine del giorno nella Gaz-



La società è amministrata da un unico amministratore o da un consiglio di amministrazione composto da un numero di membri variabile da 3 (tre) a 7 (sette) eletti dall'assemblea.

CONSIGLIO DI AMMINISTRAZIONE

Articolo 16.

Gli amministratori sono nominati dall'assemblea. Essi durano in carica fino a tre anni, decadono e si sostituiscono a norma di legge.

Articolo 17.

Qualora per dimissioni o per altre cause venga a mancare anche uno solo degli amministratori, si intende scaduto l'intero consiglio e deve convocarsi senza ritardo l'assemblea per la nomina di tutti gli amministratori.

Articolo 18.

Il consiglio, se non vi ha provveduto l'assemblea, elegge fra i suoi membri un presidente. Può eleggere anche uno o più vice-presidenti che sostituiscono il presidente nei casi di assenza od impedimento secondo quanto deliberato dal consiglio all'atto della nomina, nonché un segretario anche estraneo.

Articolo 19.

Il consiglio si raduna, sia nella sede della società, sia altrove, purché in Italia, tutte le volte che il presidente lo giudichi necessario o quando ne sia fatta domanda scritta da almeno due dei suoi membri.

Articolo 20.

Il consiglio viene convocato dal presidente con lettera da spedirsi almeno cinque giorni prima dell'adunanza a ciascun amministratore e sindaco effettivo e nei casi di urgenza con telegramma o telefax da spedirsi almeno un giorno prima.

Articolo 21.

Per la validità delle deliberazioni del consiglio si richiede la presenza della maggioranza degli amministratori in carica. Le deliberazioni sono prese a maggioranza assoluta di voti dei presenti.

Le deliberazioni del consiglio vengono fatte constatare da verbale firmato dal presidente e dal segretario della seduta.

Articolo 22.

Ai membri del consiglio spetta il rimborso delle spese sostenute per ragione del loro ufficio.

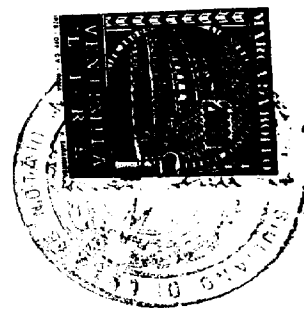
L'assemblea può inoltre assegnare al consiglio un'indennità annuale.

Articolo 23.

Il consiglio è investito dei più ampi poteri per la gestione ordinaria e straordinaria della società ed ha facoltà di compiere tutti gli atti che ritenga opportuni per l'attuazione ed il raggiungimento degli scopi sociali, esclusi soltanto quelli che la legge e lo statuto riservano, in modo tassativo, all'assemblea.

UNICO AMMINISTRATORE

Articolo 24.



Gli utili netti, dopo prelevata una somma non inferiore al cinque per cento per la riserva legale fino al limite di legge, vengono attribuiti al capitale, salvo che l'assemblea deliberi delle speciali destinazioni a favore di riserve straordinarie, oppure disponga di mandarli in tutto o in parte ai successivi esercizi.

Articolo 31.

I dividendi non riscossi entro il quinquennio dal giorno in cui divennero esigibili, vanno prescritti a favore della società.

SCIoglimento

Articolo 32.

Addivenendosi in qualsiasi tempo e per qualsiasi causa allo scioglimento della società, l'assemblea stabilisce le modalità della liquidazione e nomina uno o più liquidatori determinandone i poteri.

Articolo 33.

Qualsiasi controversia nascente dal presente statuto sarà decisa da un collegio di tre arbitri amichevoli compositori che giudicheranno ex bono et aequo.

La parte che intenda sottoporre al giudizio arbitrale una controversia deve notificare all'altra la nomina del proprio arbitro ed il quesito che intende sottoporre al giudizio del collegio; l'altra parte, entro quindici giorni dal ricevimento di tale notifica, dovrà a sua volta notificare alla prima parte la nomina del proprio arbitro; in difetto, l'arbitro della seconda parte potrà essere nominato, su istanza della prima parte, dal presidente del Tribunale di Bergamo.

I due arbitri così nominati provvederanno alla nomina del terzo entro quindici giorni dalla nomina del secondo arbitro. In difetto di accordo sulla nomina del terzo arbitro, questi sarà nominato, su istanza della parte più diligente, dal presidente del Tribunale di Bergamo.

Gli arbitri regolano lo svolgimento del giudizio nel modo più semplice possibile e pronunceranno la loro decisione entro due mesi dalla nomina del terzo arbitro che fungerà da presidente del collegio arbitrale.

Il collegio deciderà anche in quale misura dovranno essere accollate alle parti le spese del giudizio arbitrale.

F.to Giovanni Martinelli

F.to Carlo Guglielmi

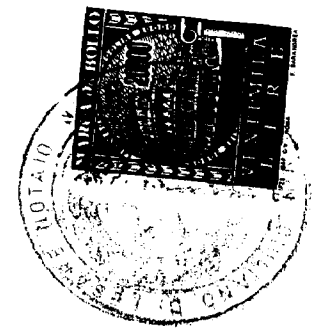
F.to GIULIANO SALVINI, Notaio

E' copia conforme all'originale nei miei atti.

Milano, li **21 FEB. 2000**



[Handwritten signature]



Record No. 125,024

Collection No. 17,628

(Registered in Milan - Public Deeds - on October 26, 1999 under No. 39344 Series 1/A through payment of 502,000 liras - The Top Manager Lapi Dr. Romano - Signature and stamp)

MERGING ACT

Italian Republic

In the year one thousand nine hundred and ninety-nine, this 22 (twenty-second) day in the month of October.

In Milan, at my office at Via Borgogna No. 5.

Before me, dr. GIULIANO SALVINI, Notary in Milan, member of the Bar of Milan, without the presence of witnesses since the appearers renounced them by mutual consent and with my consent, the following gentlemen are present:

- Dr. MARTINELLI GIOVANNI, born at Cernobbio on December 27, 1946, domiciled for office at Bergamo, via Monte Grappa No. 7, a professional accountant who takes part in the present deed in the capacity of governing director of the company "NUOVA EUROPA S.P.A., having its registered office at Bergamo, via Monte Grappa No. 7, company's capital 7,000,000,000 liras, recorded with the Corporation Register of Bergamo under No. 16454/1999 (fiscal code 09363510158), in execution of the resolution of the partners' extraordinary meeting on May 18, 1999 record No. 123265/17269 notarial deed drawn up by me

(registered in Milan - Public Deeds - on June 3, 1999 under No. 21927/71/M Series 1/A);

- Dr. GUGLIELMI CARLO, born in Milan on December 17, 1947, domiciled for office at Bergamo, via Masone No. 11, a manager, who takes part in the present deed as the managing director of the company "FONTANA ARTE S.P.A.", having its registered office at Bergamo, via Masone No. 11, company's capital of 1,500,000,000 liras, recorded in the Corporation Register of Bergamo under No. 42879 (fiscal code 00164730277), in execution of the resolution of the partners extraordinary meeting on May 18, 1999 record No. 123266/17270 notarial deed drawn up by me (registered in Milan - Public Deeds - on June 3, 1999 under No. 21,928/71/M Series 1/A).

The above appearers of whose identity I the notary am sure, state:

- that by the two above-mentioned meeting resolutions the companies "NUOVA EUROPA S.P.A." and "FONTANA ARTE S.P.A." both having their registered offices at Bergamo, have passed the relevant merging plan providing for incorporation of the second company into the first company, based on the financial standing of the company "NUOVA EUROPA S.P.A." to April 7, 1999 and based on the balance sheet of the company "FONTANA ARTE S.P.A." on December 31, 1998, passed by the partners' meeting on

April 30, 1999;

- that said resolutions were

* duly homologated by the Court of Bergamo, the former by decree No. 2340/99 and the latter by decree No. 2339/99;

* lodged for registration together with the documents stated by art. 2501 sexies of the Civil Code, respectively with the Corporation Register of Bergamo on June 30, 1999 under No. PRA/26742/1999 and under No. PRA/26739/1999, respectively;

* published by excerpt in the advertising sheet No. 161 of the Official Gazette of the Italian Republic of July 12, 1999 as regards both "NUOVA EUROPA S.P.A." and "FONTANA ARTE S.P.A." in accordance with article 2502 bis of the Civil Code;

- that oppositions have not been proposed by creditors against said resolutions in the two months from publication of the merging resolutions in the Official Gazette of the Italian Republic, as confirmed by the certificates delivered by the Court of Bergamo on September 20, 1999, that are annexed hereto in an original copy under "A" and "B", and now therefore we intend to go on with merging pursuant to article 2504 of the Civil Code:

AFTER THE ABOVE STATEMENTS AND CONFIRMATIONS

the parties agree upon the following:

ART. 1

For execution of the respective above-reminded meeting resolutions dated May 18, 1999 the companies "NUOVA EUROPA S.P.A." and "FONTANA ARTE S.P.A." both having their registered offices at Bergamo, merged by incorporation of the latter into the former, based on the financial standing of the company "NUOVA EUROPA S.P.A." to April 7, 1999 and based on the balance sheet of the company "FONTANA ARTE S.P.A." on December 31, 1998, approved by the partners' meeting on April 30, 1999.

As provided in the above-mentioned merging plan, the date from which the operations of the companies taking part in the merging will be allocated to the transferee company is stated on January 1 of the year in which merging will be effective pursuant to article 2501-bis No. 6 of the Civil Code, from such a date becoming also effective the fiscal effects pursuant to article 123, paragraph 7, of the D.P.R. (Decree of the President of the Republic) No. 917 of 1986, herein admitting that both the transferee company and the transferring company have closed their last balance sheet on December 31, 1998.

The parties agree upon the fact that, between them, merging will be effective from 00:00 a.m. of the first day of November 1999.

Counting from the latest one of the registrations

prescribed by article 2504 of the Civil Code, the modification to the company's Statute of the transferee company resolved upon by the extraordinary meeting on May 18, 1999, mentioned above, is fully in force, in which modification, counting from the date at which the merging act came into force, the company's name was changed from "NUOVA EUROPA S.P.A." to "FONTANAARTE S.P.A." and consequently article 1 of the company's statute is modified in accordance with the text hereinafter reproduced:

"Article 1

The company takes the name of

"FONTANAARTE S.P.A."

ART. 2

Due to merging, the transferee company takes all rights and obligations of the transferring company, taking the place of the latter in all juridical relations, both preceding and following the merging resolution and also in all assets and liabilities, irrespective of the source, towards any third party, be it a public or private subject.

Included in the above-mentioned relations, without any sort of exception, are intended rights, states and enjoyments in fact, lawful interests, expectations, contracts in existence, legal deeds and transactions in

general, even if pending or in course of formation, actions, lawsuits irrespective of where they took root, being herein declared particularly included all reasons for debt and credit, irrespective of how they rose with the privileges and guarantees assisting them.

ART. 3

All movables, both material goods and intangibles, and immovable property of the transferring company are intended acquired ipso jure by the transferee company, with all fixtures and accessories, with all related and connected rights, both real and compulsory, reasons, actions, active and passive servitudes, charges and burdens in general.

The pre-existing possession goes on, without any act of formal admission, in the transferee company that, by effect of its succession in a universal form to the transferring company's property, automatically takes the place of the latter, in any situation in fact and right, acquiring all assets and liabilities already fallen due or to be due.

The transferring company "FONTANA ARTE S.P.A.", represented as above, declares that it renounces every legal mortgage right arising from the present deed.

For registration purposes and for the cadastral registration change of the present merging act the

parties declare that the transferring company "FONTANA ARTE S.P.A." is the owner of the immovable property described in the document annexed hereto under "C", of the recorded movables listed in the document annexed hereto under "D" and of the trademarks referred to in the annex under "E".

The legal representative of the transferring company "FONTANA ARTE S.P.A", duly warned by me as regards criminal consequences of false declarations, makes the requested declarations pursuant to Law of February 28, 1985 No. 47 and contained in the above-mentioned document annexed hereto under "C", which declarations are all considered as herein integrally reproduced and in particular, pursuant to article 18 of the above law, he declares and certifies that the pieces of ground on which the immovable property owned by the transferring company stands has a town-planning destination as it appears from the certificates annexed hereto under "F" and "G", delivered by the mayor of the Commune of Corsico and Cesano Boscone on July 13, 1999 and July 16, 1999, respectively, and that from the above date on, modifications of the town-planning instruments in connection with said areas did not take place.

ART. 4

The transferee company will carry out all requested

fulfilments for the consequent registrations in the public registers, registrations of transfers and heading variations, doing all that may be needed, also with separate acts.

For this purpose, the parties grant wide mandate to the legal representative pro tempore of the transferee company with the power of sub-empowering others, so that he may do what above stated, at all events widely exonerating the competent offices and their officials from any obligation and responsibility in this connection.

ART. 5

Depending on the present merging act and due to express will of the contracting parties independently of an explicit or implicit reference thereto, every thing, reason, right, dues of the transferring company and respectively every obligation, burden, commitment in charge of the same, nothing being excluded or excepted, are to be considered, for all economical and juridical effects, as acquired and taken by the transferee company that, at any moment, will be able to have the reasons of its competence enforced and recognized, as provided by the present deed.

ART. 6

As a consequence of the present merging act the related

above-mentioned meeting resolutions of the two companies taking part in the merging are integrally and fully executed and therefore:

- a) the credit and debit items of the transferring company will be entered in the analogous accounts of the transferee company, with the consequent cancellation of the shares constituting the transferring company's capital, already owned by the transferee company; and
- b) the corporate bodies of "FONTANA ARTE S.P.A." based at Bergamo will cease, counting from the present merging becoming effective, pursuant to article 2504 bis of the Civil Code.

The legal representative of the transferee company declares that the transferee company's statute in force is the one the text of which is annexed to the present deed under "H", for the purpose of its lodging with the Corporation Register of Bergamo.

ART. 7

Expenses and taxes for the present deed, annexed and consequent fees, are to be paid by the transferee company.

On registration, application of the tax in a fixed amount is asked for, pursuant to article 4, first paragraph, letter b) of the tariff annexed to the D.P.R. April 26, 1986 No. 131, modified by article 10 of the D.L. (law by

decree) June 20, 1996 No. 323, converted to law August 8, 1996 No. 425.

For application of the notarial tariff and collection of the contribution due to the National Fund for Notaries (Cassa Nazionale del Notariato), the overall amount of the transferring company "FONTANA ARTE S.P.A." 's capital and reserves, depending on the present merging act, is indicated in 1,871,245,250 (one thousand eight hundred and seventy-one million two hundred and forty-five thousand two hundred and fifty) liras,

I, the notary have read this deed to the appearers who approve it and sign it together with me, exonerating me, by mutual consent, from reading the annexes.

Typewritten by a person whom I trust and completed by hand by me on three sheets for nine full pages, signatures included.

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

ANNEX "A" TO RECORD NO. 125,024/17,628

(Signature and stamp)

(Revenue Stamp for 20,000 liras)

TO THE REGISTRAR'S CIVIL OFFICE IN THE COURT OF BERGAMO

The undersigned Registrar

DOES CERTIFY

That no opposition has been lodged until now against the following resolution:

- merging resolution dated May 18, 1999 Record No. 123,265 and Collection No. 17,269, recorded in Milan Public Deeds on June 3, 1999 under No. 21927 Series 1A, homologated by the Court of Bergamo by decree of June 23, 1999 chron. No. 3822 (appeal No. 2340/90) and recorded in the Corporation Register of Bergamo on July 1, 1999.

Transferee Company

NUOVA EUROPA S.P.A.

having its registered office at Bergamo, via Monte Grappa No. 7, company's capital 7,000,000,000, recorded in the Corporation Register of Bergamo under No. 16454/1999 (R.E.A. No. 313751). Fiscal Code 09363510158 - VAT No. 02677440162.

Transferring Company

FONTANA ARTE S.P.A.

having its registered office at Bergamo, via Monte Grappa No. 7, company's capital 1,500,000,000 liras, recorded in the Corporation Register of Bergamo under No. 42879 (R.E.A. No. 266925) Fiscal Code 00164730277 - VAT No.

02156030161.

Bergamo, September 20, 1999

COLLABORATOR IN THE REGISTRAR'S OFFICE

(Maria Teresa Testa)

Signature

(Stamps)

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

Annex "B" to Record No. 125024/17628

(Revenue Stamp for 20,000 liras)

TO THE REGISTRAR'S CIVIL OFFICE IN THE COURT OF BERGAMO

The undersigned Registrar

DOES CERTIFY

That no opposition has been lodged until now against the following resolution:

- merging resolution dated May 18, 1999 Record No. 123,265 and Collection No. 17,269, recorded in Milan Public Deeds on June 3, 1999 under No. 21927 Series 1A, homologated by the Court of Bergamo by decree of June 23, 1999 chron. No. 3822 (appeal No. 2340/90) and recorded in the Corporation Register of Bergamo on July 1, 1999.

Transferring Company

FONTANA ARTE S.P.A.

having its registered office at Bergamo, via Monte Grappa No. 7, company's capital 1,500,000,000 liras, recorded in the Corporation Register of Bergamo under No. 42879 (R.E.A. No. 266925) Fiscal Code 00164730277 - VAT No. 02156030161.

Transferee Company

NUOVA EUROPA S.P.A.

having its registered office at Bergamo, via Monte Grappa No. 7, company's capital 7,000,000,000, recorded in the Corporation Register of Bergamo under No. 16454/1999

(R.E.A. No. 313751). Fiscal Code 09363510158 - VAT No.
02677440162.

Bergamo, September 20, 1999

COLLABORATOR IN THE REGISTRAR'S OFFICE

(Maria Teresa Testa)

Signature

(Stamps)

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

Annex "C" to Record No. 125024/17628

DESCRIPTION OF THE IMMOVABLE PROPERTY OWNED BY THE
TRANSFERRING COMPANY "FONTANA ARTE S.P.A." HAVING ITS
REGISTERED OFFICE AT BERGAMO

IN THE COMMUNE OF CORSICO

Building complex for industrial use consisting of four
factory bodies with an annexed accessory courtyard area,
mainly standing on the territory of the Commune of
Corsico, with access from via Alzaia Trieste No. 49, and
for a small part thereof on the territory of the Commune
of Cesano Boscone, all that being registered for
assessment in the Cadastre as follows:

N.C.E.U. (New Urban Land Registry):

COMMUNE OF CORSICO

Lot No. 1,019,726,

Sheet 16 (sixteen)

* Map 23 attached with staples to maps 154 and 155 - via
Alzaia Trieste No. 49 - Floor T-1-S1 - taxable region U
- category D/1 - R.C.L. (Gross Cadastral Income)
97,300,000 according to a declaration of variation for
better identification sent in through DOCFA procedure on
September 10, 1998 No. 203430;

* Map 11 - via Alzaia Trieste No. 49 - floor T - taxable
region U - Category D/1 - R.C.L. 4,300,000 according to

a declaration of new construction sent in through DOCFA procedure on September 10, 1998 No. 266818;

CESANO BOSCONI

Lot 1009842

Sheet 19

* Map 81 - via Alzaia Trieste No. 49 - floor T - taxable region U - Category D/1 - R.C.L. 14,200,000, according to a declaration of new construction sent in through DOCFA procedure on September 10, 1998 No. 203429.

The concerned area on which the building complex stands is identified in the corresponding Land Register as follows:

N.C.T. (New Land Registry)

COMMUNE OF CORSICO

Sheet 16:

* Map 23 (former maps 23-151-152-153) - of Ha 0.95.15 (Urban Body);

* Map 154 - of Ha 0.47.15 (Urban Body);

* Map 155 - of Ha 0.04.00 (Urban Body);

* Map 11 (former maps 11 and 175) - of Ha 0.06.45, according to declaration of variation Mod. 3SPC registered with the UTE (Fiscal Technical Office) of Milan on February 2, 1998 No. 32162.

* Map 15 - of Ha 0.03.28;

* Map 14 - of Ha 0.01.70.

COMMUNE OF CESANO BOSCONONE

Sheet 19:

* Map 81 (former maps 81 and 83) - of Ha 0.17.61, according to declaration of variation Mod. 3SPC registered with the UTE of Milan on February 2, 1998 No. 32163.

Interdependent parts disposed around in the complex body including the covered Belgioioso ditch which is used as an internal road.

Maps 7 and 82 of sheet 19, maps 176 and 168, 174, 170, 171 of sheet 16, spare road area with via Alzaia Trieste beyond it, maps 18, 12 and 10 of sheet 16.

Said property came to the company according to a purchase deed dated June 29, 1981 Record No. 28611 Dr. Claudio Malberti, Notary at Corsico (recorded in Milan - Private Deeds - on July 14, 1981 under No. 38637 and registered with the Property Register Keeper's Office of Milan 2° on July 27, 1981 under Nos. 47430/37393) and subsequent exchange deed dated October 14, 1991 Record No. 88784 Dr. Luciano Quaggia, Notary in Milan, (recorded in Milan - Public Deeds - on October 30, 1991 under No. 23082 and registered with the Property Register Keeper's Office of Milan 2° on November 12, 1991 under Nos. 84631/61802) and is charged with the following formalities:

- mortgage registered with the Property Register Keeper's

Office of Milan 2° on April 23, 1986 under Nos. 30999/5329 in favour of "Mediocredito Lombardo" which is under cancellation;

- mortgages registered with the Property Register Keeper's Office of Milan 2° on March 22, 1984 under Nos. 23025/3040 and on August 8, 1989 under Nos. 70415/12648, both in favour of "Mediocredito Lombardo" which have no more reasons to exist since debts guaranteed by said mortgages have been completely paid off;

- mortgage registered with the Property Register Keeper's Office of Milan 2° on June 5, 1992 under Nos. 46292/10326, in amendment of a preceding mortgage registered on May 7, 1992 under Nos. 38049/8248, already with approval for complete cancellation by deed dated November 3, 1997 Record No. 3994/1211 Notary Vincenzo Ferrara of Rome;

- mortgage registered with the Property Register Keeper's Office of Milan 2° on December 11, 1990 under Nos. 94882/19013, in favour of "Mediocredito Lombardo" that has no more reasons to exist since debt guaranteed by said mortgage has been completely paid off; and

- mortgage registered with the Property Register Keeper's Office of Milan 2° on January 13, 1999 under Nos. 2819/566 in favour of the "Banca Popolare Commercio ed Industria".

The legal representative of the company "FONTANA ARTE S.P.A." pursuant to Law February 28, 1985 No. 47:

- according to article 40, duly warned by me as regards criminal consequences of false declarations declares and certifies, according to and for the effects of article 4 of Law January 4, 1968 No. 15, that works for the above described building began before September 1, 1967 and that subsequently it was the object of works for which the following planning permissions were granted:

* planning amnesty permission granted by the Mayor of the Commune of Corsico on June 16, 1988 under No. 8938/15321 X;

* planning permission granted by the Mayor of the Commune of Corsico on July 28, 1988 under No. 17908/18545;

* planning permission granted by the Mayor of the Commune of Corsico on May 22, 1991 under No. 14232 (transfer authorised by the Mayor of the Commune di Corsico on February 2, 1992 under No. 6015/8891);

* permission granted by the Mayor of the Commune of Cesano Boscone on June 13, 1990 under No. 2940;

* permission granted by the Mayor of the Commune of Cesano Boscone on January 28, 1992 under No. 117/90;

and that subsequently no works have been carried out of such a nature that planning permissions or amnesty permissions were required in accordance with said law.

- pursuant to article 18 he declares and certifies that the land pieces on which the concerned immovable property stands have the town-planning destination resulting from the certificates, annexed sub "F" and "G" to the merging act, granted by the Mayor of the Commune of Corsico and Cesano Boscone respectively on July 13, 1999 and July 16, 1999 and that from the above date on no modifications of the town-planning instruments took place in connection with said areas.

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

ANNEX "D" TO RECORD No. 125,024/17,628

LIST OF THE MOTOR VEHICLES

OWNED BY THE TRANSFERRING COMPANY "FONTANA ARTE S.P.A.

BASED AT BERGAMO

REGIST. YEAR	CAR TYPE	NUMBERPLATE	POWER	
1997	BMW CAR	AM 2242NA	HP 23	KW 105
1997	SUBARU LORRY	AR 777 KS	KG 500	KW 40
1998	SUBARU CAR	AZ 713 DD	HP 20	KW 88
1998	SUBARU FORESTER	BA 819 TD	HP 20	KW 90

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

ANNEX "E" TO RECORD NO. 125,024/17,628

ANNEX "E" TO RECORD NO. 125024/17628

TRADEMARK FONTANA ARTE

COUNTRY	FILING NO.	FILING DATE	GRANT NO.	GRANT DATE
ITALY CL.11-20-21	25438C/89	31.10.89	518918	15.12.89
INTERNATIONAL CL.11-20-21			547554	15.12.89
CANADA CL.11-20-21	645414	22.11.89	386997	26,7,91
USA CL.11-20-21	74/017407	8.1.90	1645099	21.5.91
JAPAN CL.11	2-3684	17.1.90	2508020	26.2.93
JAPAN CL.20	2-3686	17.1.90	2465989	30.10.92
JAPAN CL.21	2-3685	17.1.90	2396554	31.3.92
COMMUNITY TRADEMARK CL. 9-11-14-16-18-20-21		20.10.1999		
TAIWAN CL. 11-20-21				
ISRAEL CL.11-20-21				
URUGUAY CL.11-20-21		21.10.1999		
MEXICO CL.11-20-21		22.10.1999		
BRAZIL CL.11-20-21		14.10.1999		
LEBANON CL.11-20-21				

ARGENTINA CL.11	2246719	14.10.1999		
ARGENTINA CL.20	2246720	14.10.1999		
ARGENTINA CL.21	2246721	14.10.1999		
SINGAPORE CL.11-20-21				

(Signatures)

TRADEMARK CANDLE

COUNTRY	FILING NO.	FILING DATE	GRANT NO.	GRANT DATE
ITALY CL.11-20	MI95C002735	17.03.1995	647005	11.04.1995
INTERNATIONAL CL.11-20			635152	11.04.1995

(Signatures and stamps)

TRADEMARK SCHOPENHAUER

COUNTRY	FILING NO.	FILING DATE	GRANT NO.	GRANT DATE
ITALY CL.20	MI93C004208	08.06.1993	633400	29.12.1993
INTERNATIONAL CL.20			612248	29.12.1993
CANADA CL.20	742008	24.11.1993	441867	14.04.1995
USA CL.20	74/459265	15.11.1993	1900662	20.06.1995
JAPAN CL.20	115427/93	18.11.1993	3215012	20.06.1995
CHINA	9800089636	07.08.1998		

(Signatures)

TRADEMARK NASKA LORIS

COUNTRY	FILING NO.	FILING DATE	GRANT NO.	GRANT DATE
ITALY CL.11	MI92c003324	06.05.1992	642067	28.12.1994
CHINA CL.11	9800089635	07.08.1998		

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

(Stamps)

ANNEX "F" TO RECORD No. 125024/17628

(Badge) COMMUNE OF CORSICO

Province of Milan

Ref. No. 16470

Postal Code 20094 Corsico July 13, 1999

Telephone No. 44801- 15 lines autom. hunting

Fax Secretary Office 4409906

Fax General Registry Office 4480218

Answer to memo No. of

RE: Certificate of town-planning destination

(Revenue Stamp for 20,000 liras)

THE EXECUTIVE

of the Town-Planning Scheme Office, in connection with the request sent in on July 7, 99 Gen. Ref. No. 16,075 by the architect Carmelo RAIMONDI, having his office in Milan, via Manaresi, 8 and on behalf of the property Company FONTANA ARTE, having its registered office at Corsico, via Alzaia Trieste, 49, aiming at obtaining the certificate of town-planning destination of the immovable property situated at Corsico:

seen the official duties;

DECLARES

that the area situated at via Alzaia Trieste, 49, at Corsico, identified in sheet 16 - maps 175-11-15-14-23-154-155 at the Cadastre,

- based on the General Town-Planning Scheme in force, approved by resolution of the Regional Council No. 22,482 of July 24, 1987, supplemented with the subsequent partial variations and regulation variations, was destined to ZONE U5-building zone within the environmental units, partly to Perimeter of environmental town-planning unit and partly as spare band along Naviglio (canal);

- based on General Re-Examination of the Town-Planning Scheme in force, adopted in a protection system by Resolution of C.C. No. 26 of April 29, 1999, is destined to ZONE D2 OF PRODUCTION ENHANCEMENT.

It is further pointed out that towards the east side of the area, at the boundary with AVIR, a road crossing is contemplated.

The present declaration is granted:

- * pursuant to Law February 28, 1985 No. 47 - art. 18;
- * pursuant to Law May 15, 1997 No. 127 - art. 6;

Town-Planning Scheme Office

Executive

(signature) Architect Franco MORASCETTI

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

(Signature and stamp)

Annex "G" to Record No. 125024/17628

(Badge) COMMUNE OF CESANO BOSCONO

Province of Milan

Administrative Fees 50,000 liras

Revenue Stamp for 20,000 liras

UT/RB/fg

Ref. No. 11083/99

Cdu99/0022

CERTIFICATE OF TOWN-PLANNING DESTINATION

THE PERSON IN CHARGE FOR THE SECTOR

SEEN the request of a town-planning certification arriving at the municipal acts on July 7, 99 ref. No. 9952 by architect RAIMONDI CARMELO, having his office in Milan Via Manaresi No. 8, on behalf of the Company FONTANA ARTE of Corsico, relating to the area located in the territory of this Commune and identified in the Cadastre by sheet 19 maps 81-83.

SEEN the town-planning prescriptions relating to the concerned area referred to in the Town-Planning Scheme in force, approved by provision of the Regional Council No. 30977 of 15.04.80 and subsequent modifications;

SEEN art. 18 of Law 47/85 and subsequent modifications and supplements;

DOES CERTIFY

THAT the area referred to above is registered for

assessment in the Cadastre of this Commune in sheet 19,
maps 81-83 and falls within:

- existing industrial zone and completion zone: Art. 38
N.T.A. (Technical Accomplishment Regulations) in force.
The present certificate is valid for 1 (one) year from
the granting date.

Cesano Boscone, 16.07.99

The person in charge for the Sector

(Architect Roberto Biffi)

(Signature and stamp)

Person in charge for the procedure: Architect Merlini

Michela Telephone 48694231

Case discussed by: land-surveyor Di Ciaula Giuseppe

Telephone 48694232

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

Annex "H" to Record No. 125024/17628

STATUTE

NAME - PURPOSE - REGISTERED OFFICE - DURATION

Article 1.

The company takes the name of

"FONTANAARTE S.P.A."

Article 2.

The corporate purposes are:

- A) Production and trade both on their own behalf and on behalf of third parties of articles for furnishings, lighting, gardening, household objects and the like;
- B) Taking up and managing of advertising services together with managing of advertising agencies.

It may carry out all industrial, commercial and immovable activities that are deemed necessary or useful for achievement of the company's purpose and finally can also carry out the following activities, provided they are not performed "towards the public" and are functionally connected with achievement of the company's purpose:

- purchasing and selling holdings and profit-sharings in companies and bodies having a purpose which is similar, analogous or at all events connected with its own purpose and
- standing sureties and in general tangible or personal warranties in favour of third parties.

The company shall in addition carry out savings collection through acquisition of funds with the partners, with reimbursement obligation, within the limits and criteria stated by the Interdepartmental Committee for Credit and Savings pursuant to art. 11 of the D.L. September 1, 1993 No. 385.

Article 3

The company's registered office is at Bergamo, Via Monte Grappa No. 7.

Article 4

The company's duration of life is stated until December 31, 2050 and it can be extended.

CAPITAL

The capital is determined in 7,000,000,000 (seven thousand million) liras and is divided into No. 7,000,000 (seven million) shares each of a nominal value of 1,000 (one thousand) liras.

The company's capital can be increased also through contributions in kind and credits:

Article 6

Payments on shares are requested by members of the board in the terms and modes that will be judged as appropriate by them. Partners late in payments will be charged with an yearly interest of two per cent in addition to the official discount rate, the provision of article 2477 of

the Civil Code still holding.

The administrative body will be able to ask the partners to carry out payments without refund obligation in stock account or for loss cover.

The administrative body will be able to ask the partners to grant even unprofitable loans with the right to refunding the paid amount within the limits and following the modalities stated by laws in force.

Article 7

All shares are freely negotiable, with all intrinsic rights, between the single partners.

In case of assignment of shares to third parties the pre-emption right can be exercised by the other partners.

If this case occurs, the shareholder who is willing to fully or partly assign his shares will have to inform all the other shareholders in writing, by means of a registered letter with return receipt addressed to the address resulting from the shareholders' register for each of said shareholders, the assignee's name, the number of shares for assignment or sale and the consideration offered to him for this assignment or sale; the option right will be exercised by the other shareholders within sixty days, final date, starting from receipt of the registered letter and this by lodging with the company's registered office of the whole amount

corresponding to the communicated assignment or sale price, accompanied by a letter in which the intention of exercising the option right is expressed.

Should the pre-emption right be exercised by more than one partner, the share for sale will be divided among the latter in proportion to the respective share owned.

Article 8

The meeting can resolve upon the capital reduction even through assignment to single partners or partner groups of determined corporate activities or shares or allotments of other enterprises in which the company takes part.

MEETINGS

Article 9

The meeting represents all partners and resolutions thereof, taken in conformity with law and the present statute, commit all partners.

The meeting is an ordinary and extraordinary meeting as provided by law.

It can be summoned even in a different place than the company's registered office in Italy. Should particular requirements exist, to be ascertained by the members of the board of directors asking for it, the ordinary meeting for approval of the balance sheet can be summoned by the members of the board of directors within six

months of the closing of the financial year.

Article 10.

Each share gives right to one vote.

Article 11.

The meetings can be called by publication of a notice containing the agenda in the Official Gazette, at least fifteen days before the date established for the sitting. In the same notice it is possible to fix the second sitting in another day, should the first be void.

However, also valid are meetings not summoned as above if the whole company's capital is represented and the whole Board of Directors and standing auditors take part in it.

Article 12

To be entitled to take part in the meeting, partners must lodge their share certificates with the company's institutions or the institutions established in the notice to attend, not later than five days before the date established for the sitting.

Each partner entitled to take part in the meeting can be represented by written proxy by another person who must not be a member of the Board, a company's employee or auditor.

The chairman of the meeting is entrusted with the task of ascertaining the right to take part in the meeting, also by proxy.

Article 13

The sole manager or the chairman of the board of directors will preside over the meeting or, in his absence, a person elected by the meeting will preside.

The meeting appoints a secretary and, if it is deemed necessary, two scrutineers among the partners. The meeting resolutions are ascertained by minutes signed by the chairman, the secretary and possibly the scrutineers. When provided by law and in addition when the chairman deems it suitable, the minutes are drawn up by a notary chosen by the chairman himself.

Article 14

The meeting resolutions are valid if adopted with the presence and majority established by art. 2368 Civil Code and, in the case of second sitting, by art. 2369 of the Civil Code.

When, for resolution validity, the absolute majority of the voters is deemed sufficient by law, the majority is calculated without taking into account abstentions from vote.

Decisions relating to the following are left to the competence of the meeting:

- a) acquiring holdings or co-interests in any sector;
- b) granting loans or financing or warranties of any nature and in any form to third parties;

c) imposing guarantee bonds of a real character on the company's property, securities and other bonds occurring in normal business management being excluded;

d) selling or alienating real property, holdings and intangibles (patents and trademarks) in any form.

MANAGEMENT

Article 15

The company is managed by a sole manager or a board of directors made up of a number of members varying from 3 (three) to 7 (seven) elected by the meeting.

BOARD OF DIRECTORS

Article 16

The members of the board of directors are appointed by the meeting. Their office lasts three years, they lose their right and are replaced in accordance with law.

Article 17

If, due to resignation or for any other reason even one of the members of the board is missing, the whole board is intended as expired and the meeting is to be summoned without delay for appointing all members of the board.

Article 18

The board, if the meeting has not done it, appoints a chairman among its members. Also one or more vice-chairmen can be appointed and they take the place of the chairman in case of absence or impediment of same

following what resolved upon by the board on appointment of same, as well as a secretary who may also be from the outside.

Article 19

The members of the board meet, both in the company's registered office and elsewhere provided it is in Italy, every time the chairman judges it necessary or when a written request is made by at least two of the members thereof.

Article 20

The board is summoned by the chairman by letter to be sent at least five days before the meeting to each of the members of the board and each standing auditor and if it is urgent by cable or fax to be sent at least one day beforehand.

Article 21

In order that the board resolutions be valid, the presence of the majority of the board members in office is required. Resolutions are passed by absolute majority of votes of the persons present.

Resolutions of the board are made ascertained by minutes signed by the meeting chairman and secretary.

Article 22

The board members are entitled to receive reimbursement of the expenses borne on exercising their office.

In addition the meeting can grant an yearly allowance to the members of the board.

Article 23

The board is entrusted with the widest powers for ordinary and extraordinary management of the company and is entitled to carry out all acts that are deemed suitable by it for accomplishment and achievement of the corporation purposes, only those that are peremptorily reserved to the meeting by law or the statute being excluded.

SOLE MANAGER

Article 24

The sole manager's office lasts up to three years and he can be re-elected

Article 25

For the company's management the sole manager is entrusted with the same powers as the board of directors and therefore he will be able to carry out all acts of ordinary and extraordinary management, only those that are peremptorily reserved to the meeting by law or the statute being excluded.

The sole manager is entitled to receive reimbursement of the expenses borne for exercising his office. In addition the meeting can grant an yearly allowance to him.

SIGNATURE AND COMPANY'S REPRESENTATION

Article 26

Either the chairman of the board or the person acting in his stead or other persons appointed by the board itself are entitled to represent the company with free signature for carrying out all resolutions of the board each time it has not been resolved upon in a different manner.

The company's representation is also assigned to the sole manager.

Either the sole manager or the chairman of the board or the person acting in his stead represents the company in judgement, being entitled to file lawsuits and administrative and judicial petitions for every instance of jurisdiction and also when repeal and appeal judgements are concerned, and to appoint lawyers and attorneys-at-law for the purpose.

Article 27

The board, pursuant to art. 2381 of the Civil Code, can appoint one or more managing directions among its members and grant special charges to single managers, also with delegation powers, stating competences and remunerations in accordance with law.

If the board does not state competences of the managing director or directors, they have the company's representation with free signature for all acts falling

within the corporate purposes, pursuant to art. 2384 of the Civil Code. The board or the sole manager can also appoint directors, institors, legal representatives and attorneys in general for some particular acts or act categories, also with delegation power.

BOARD OF AUDITORS

Article 28

The board of auditors consists of three standing auditors and two substitute auditors, appointed and operating as provided by law.

BALANCE SHEET AND PROFITS

Article 29

The financial years close on December 31 of each year. At the end of each financial year, the members of the board draw up the balance sheet as provided by law.

Article 30

The net profits, after a sum not lower than 5% has been put aside as a legal reserve fund until the limit provided by law, are assigned to the capital, unless the meeting resolves upon special destinations in favour of extraordinary reserves or provides to fully or partly send them to the subsequent financial years.

Article 31

Dividends that are not collected within five years following the day in which they have become payable, are

prescribed in favour of the company.

DISSOLUTION

Article 32

Should the company at any time and for any reason be dissolved, the meeting will establish the modalities of winding-up and appoint one or more liquidators stating powers of same.

Article 33

Any dispute arising from the present statute will be decided by a board of three arbitrators acting as amicable assessors that will judge "ex bono et aequo".

The party intending to submit a dispute to the arbitrators' judgement must give notice of the appointment of its arbitrator to the other party and of the question it intends to submit to the board's judgement; the other party, within fifteen days of the notice receipt, in turn will have to give notice of the appointment of its arbitrator to the first party; if this is not done, the second party's arbitrator can be appointed, upon request of the first party, by the president of the Court of Bergamo.

The two arbitrators thus appointed will appoint the third arbitrator within fifteen days of the second arbitrator's appointment. In case of disagreement on the third arbitrator's appointment, he will be appointed, upon

petition of the more diligent party, by the president of the Court of Bergamo.

Arbitrators regulate the progress of the judgement in the simplest possible way and they will deliver their decision within two months after appointment of the third arbitrator that will act as the president of the board of arbitrators.

The board shall also decide to which extent the parties shall have to be saddled with the judgement charges.

Signed Giovanni Martinelli

Signed Carlo Guglielmi

Signed GIULIANO SALVINI, Notary

Certified copy on my file.

Milan, this 21st day of February 2000

(Signature and stamp).