

Based on Article 28 paragraph 3 of the Law
9723/2007 On the National Registration Center
this document constitutes the

Ne perputhje me Nenin 28 paragrafi 3 i
Ligjit 9723/2007 Per Qendren Kombetare te
Regjistrimit ky dokument perben:

FOUNDATION ACT	AKTI I THEMELIMIT
AND	DHE
ARTICLES OF ASSOCIATION	STATUTI
OF	I
"PROJECT OPTIM CONTRACT" SHPK	"PROJECT OPTIM CONTRACT" SHPK
TIRANA / ALBANIA	TIRANE / SHQIPERI

FOUNDATION ACT
AND
ARTICLES OF ASSOCIATION
of
"PROJECT OPTIM CONTRACT" Shpk

AKTI I THEMELIMIT
DHE
STATUTI
i
"PROJECT OPTIM CONTRACT" Shpk

CHAPTER I

KAPITULLI I

Date of establishment, Name, Legal Form,
Headquarters, Duration

Emri, Forma, Selia, Kohëzgjatja

Article 1. Date of Establishment and Name

Neni 1. Data e Themelimit dhe Emri

1.1. As of today 03.02.2025, the limited liability company "PROJECT OPTIM CONTRACT" Shpk (hereinafter referred as the "Company") followed inseparably by the abbreviation Sh.p.k is effectively established by its founding shareholder under the Albanian law.

1.1. Sot me date 03.02.2025 themelohet nga ortaku themelues, sipas legjislacionit shqiptar, shoqëria me përgjegjësi të kufizuar "PROJECT OPTIM CONTRACT" Shpk (në vijim "Shoqëria"), e ndjekur në mënyrë të pandashme nga shkurtime "Shpk".

1.2. The shareholder of the Company (the "Shareholder") enjoys limited liability up to the limit of its respective contribution to the capital represented by quota/s (quotas).

1.2. Ortaku i Shoqërisë ("Ortaku") gëzon përgjegjësi të kufizuar deri në limitin e kontributit përkatës në kapitalin e shoqërisë të përfqesuar në kuotë/a.

1.3. In all the documents, invoices, advertisements and publications issued by the Company, regardless of the means for transmission, the name of the Company should be preceded or followed by the following:

1.3. Në të gjitha dokumentat, faturat, njoftimet dhe botimet të lëshuara nga Shoqëria, pavarësisht nga mënyra e dërgimit, emri i saj do të ndiqet ose do të shoqërohet nga :

- the words "Shoqëri me përgjegjësi të kufizuar" or "Sh.p.k.",
- its unique identification number (NIP);
- its registered seat;
- the fact that the Company is under liquidation, if applicable;
- the registered share capital of the Company; and
- the registered and paid capital of the Company.

- fjalët "Shoqëri me Përgjegjësi të Kufizuar" ose "shpk".

- numri i Identifikimit Personal Tatimor (NIP) të saj.

- adresa e regjistruar;

- pasqyrimi i faktit që shoqëria është në procedurë likuidimi, nëse aplikohet.

- kapitalin e regjistruar dhe të paguar të Shoqërisë.

Article 2. Legal Form of Company

Neni 2. Forma Ligjore

Autogf

2.1. The Company is an Albanian legal entity, having the legal form of a limited liability company (shoqëri me përgjegjësi të kufizuar), as provided in the Law No. 9901, date 14.04.2008, "On the Entrepreneurs and the Commercial Companies" (the "Company Law").

2.1. Shoqëria është një person juridik shqiptar, dhe ka formën ligjore të një shoqërie me përgjegjësi të kufizuar ("shoqëri me përgjegjësi të kufizuar"), në pajtim me ligjin nr.9901, datë 14.04.2008 "Për Tregtarët dhe Shoqëritë Tregtare" ("Ligji i shoqërive").

Article 3. Company Headquarters

3.1. At the moment when this act is signed, the legal seat of the Company is at: *Bulevardi "Gjergj Fishta" Pallati E 88, Hyrja 2, Kat 2, Zyra 6, Njesia Bashkiake nr. 7, Tiranë-Shqiperi.*

Neni 3. Selia

3.1. Në momentin e nënshkrimit të këtij akti, selia e Shoqërisë ndodhet në adresën: *Bulevardi "Gjergj Fishta" Pallati E 88, Hyrja 2, Kat 2, Zyra 6, Njesia Bashkiake nr. 7, Tiranë-Shqiperi..*

3.2 The Company reserves the right to move its headquarters to another address and/or town in Albania. The Company may open branches and representative offices anywhere within or outside the Republic of Albania

3.2 Shoqëria ka të drejtë të ndryshojë selinë e saj në një adresë dhe/ose në një qytet tjetër të Shqipërisë. Shoqëria mund të hapë degë të saj ose zyra përfaqësimi kudo brenda ose jashtë territorit të Republikës së Shqipërisë.

Article 4. Company Duration

Neni 4. Kohezgjatja

4.1. The duration of the Company is Indefinite.

4.1. Kohezgjatja e shoqërisë është e pacaktuar.

CHAPTER II

KAPITULLI II

Article 5. Company's Object

Neni 5. Objekti i Shoqërisë

5.1. The scope of the activity of the Company is the Following:

5.1 Objekti i veprimtarisë së Shoqërisë është si më poshtë:

- Project Engineer, implementer, architectural design service, supervision for public and private buildings or any type of infrastructure. Import-export, furniture production, and goods for hotel and apartment furnishings.

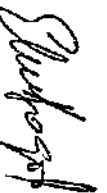
- Inxhinier Projektues, zbatues, shërbim dizajn arkitektural supervizion për ndërtesa publike dhe private apo çdo lloj infrastrukturë. Import eksport prodhim mobilje dhe mallra për arredim hotelerie apartamente.

5.2. In addition, in compliance with Albanian legislation, the Company may carry on any activity directly or indirectly related, consequent or connected with the objectives listed above.

5.2. Përveç kësaj në përputhje me legjislacionin shqiptar, Shoqëria mund të kryejë çdo aktivitet që lidhet direkt ose indirekt, që është rezultat ose lidhet me objektivin e mesipërm.

Article 6. Modification

Neni 6. Ndryshime



6.1. The Company reserves the right to modify its scope of activity at any time as provided by this Articles of Association.

6.1. Shogeria ka te drejte te ndryshoje objektin e veprimtarise se saj ne çdo kohe siç parashikohet ne kete Statut.

CHAPTER III **Capital and Shares**

KAPITULLI III **Kapitali Themeltar; Quotat e Kapitalit** **Themeltar**

Article 7. Capital

7.1. The capital of the Company is ALL 10.000 held entirely in 1 (one) quota (the "Quota")

Neni 7. Kapitali Themeltar

7.1. Kapitali i Shogerise eshte 10.000 Leke i zoteruar teresisht ne 1 (nje) knote (me tej "Kuota")

Article 8. Shareholder and the Quota

Neni 8. Ortaku dhe Kuota

8.1. As of the date of its foundation, the Company has only one Shareholder acting as the Sole Shareholder subscribing and owning the entire Quota of the Company, as follows:

8.1. Ne daten e themelimit Shogeria ka vetem nje Ortak i cili vepron ne cilesin e Ortakut te Vetem dhe eshte nenshkruar dhe zoterues i te gjithë Kuotes se Shogerise, si me poshte :

● **ELENA DRĂGOI Rumanian citizen**, daughter of Valerie, born on 03.08.1977 in Bucharest, Romania, resident in Str. Maior Vasile Bacila 27; BL 31A; SC 1, Bucharest Romania , holder of Passport no: 062026219, with release date 17.06.2022: holder of 1 (one) quota having a nominal value of ALL 10.000 and representing 100 % of the Company's registered capital;

● **ELENA DRĂGOI**, shtetas Rumun, e bija e Valerie, lindur ne 03.08.1977, ne Bukuresht, Rumani, banues ne Str. Maior Vasile Bacila 27; BL 31A; SC 1, Bukuresht Rumani, mbajtes i dokumentit Pashaporte Nr. 062026219, me date leshimi 17.06.2022, zoteruese e 1 (nje) knote me vlere nominale 10.000 Leke, e cila perfageson 100% te kapitalit te regjistruar te Shogerise.

Article 9. Decreasing or Increasing of the Capital

Neni 9. Zvogelimi ose Zmadhimi i Kapitalit **Themeltar**

9.1. The capital can be increased or decreased according to the decisions made by the Sole Shareholder in accordance with Chapter IV herein and the compulsory requirements of the Company Law.

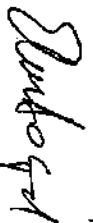
9.1. Kapitali mund te zmadhohet ose zvogelohet me vendim te Ortakut te Vetem ne perputhje me Kapitullin IV te ketij Statuti, dhe kerkesave te detyrueshme te Ligjit per Shogerite.

9.2. The capital may be increased by contributions in cash or in kind, as well as by including reserves (if any) or profits or converting debt into equity.

9.2. Zmadhimi i kapitalit mund te realizohet me ane te kontributive ne para, me ane te kontributive ne natyre ose me perfshirjen e rezervave (nese ka) dhe fitimit.

9.3. The capital increase may take place by issuing new shares or increasing the par value of the existing

9.3. Rritja e kapitalit do te behet me leshimin e kuota te reja apo me rritjen e vleres se knotave



shares. The shares shall be subscribed and their par value shall be fully paid in.

ekzistuese. Pjeset e reja te kapitalit themelart do te nenshkruhen dhe vlera e tyre do te paguhet plotesisht.

9.4. The Company cannot purchase any share of its capital. However, for the purpose of decreasing the share capital of the Company, by the resolution on decreasing the share capital the Sole Shareholder may authorize the Administrator(s) to cause the Company to purchase the corresponding shares or part thereof and subsequently annul them.

9.4. Shogeria nuk mund te bleje asnje kuote te saj. Megjithate me qellim zvogelimin e kapitalit te Shogerise, nepermjet vendimit per zvogelimin e kapitalit, Ortaket mund te autorizojne Administratorin/tet te bejne blejen e kuotat perkatese apo pjese te tyre dhe ti anulojne ato.

Article 10. Rights and Obligations of the Shareholder

Neni 10. Te drejtat dhe detyrimet e Ortakut

10.1. The shareholder of the Company shall be considered only the person owning the quota of the Company.

10.1. Ortak eshte vetem personi i cili zoteron kuote ne Shogeri.

10.2. The Shareholder shall have voting rights in proportion with the percentage of capital owned in the Company and represented by its Quota or part of the Quota. The Shareholder shall have the right to choose and to be chosen in the governing bodies, the right to participate in the distribution of the Company profits, as well as other rights provided according to the present Articles of Association and to the statutory provisions of the Company Law.

10.2. Ortaku do te kete te dejta vote ne perpjeshim me perqindjen e kontributit te zoterruar prej tij ne kapitalin e Shogerise dhe qe perfaqesohet nga Kuota e tij ose pjese e Kuotes se tij. Qdo Ortak ka te drejten per te zgjedhur dhe per t'u zgjedhur ne organet drejtuese, te drejten per te marre pjese ne shperndarjen e fitimeve te Shogerise, sikunder te drejtat e parashikuara nga ky Statut, dhe dispozitave ligjore te Ligjit per Shogerite.

10.3. The Shareholder will be given, on written request, information and data concerning the Company's activity at any time, including the right to inspect the Company's records and documents.

10.3. Ortakut do t'i jepen, pas kerkeses me shkrim, informacione dhe te dhena ne lidhje me aktivitetin e Shogerise ne cdo kohe, duke perfshire te drejten qe te kontrollojne dokumentat dhe raportet e Shogerise.

10.4. The rights and obligations resulting from the ownership of the Quota are transferred to any new owners of such Quota.

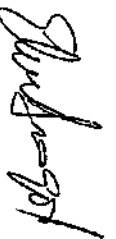
10.4. Te drejtat dhe detyrimet qe rezultojne nga zoterimi i Kuotes/lave, transferohen tek qdo zoterrues i ri per keto Kuota.

10.5. The Company obligations are guaranteed through its capital, and the Shareholder can only be held liable within the limit of the Quota value they hold. The Shareholder have no liability in excess of their investment in capital of the Company (except for guarantees and loans they make).

10.5. Detyrimet e Shogerise jane te garantuara nga kapitali i saj, dhe Ortaku mban pergjegjesi brenda limitit te vleres se Kuotes qe zoteron. Ortaku nuk mban pergjegjesi mbi vleren e investimit te tij ne kapitalin e Shogerise (pervec garancive dhe huave qe ata leshojne).

10.6. The Company cannot be held liable for debts or other personal obligations of its Shareholder/s.

10.6. Shogeria nuk mban pergjegjesi per borxhe ose detyrime te tjera te Ortakeve te tij.



CHAPTER IV

The Sole Shareholder

Article 11. Powers

11.1. The Sole Shareholder is the decision-making body of the Company which adopts decisions upon its activity and upon its economic and commercial policy. The powers of the Sole Shareholder are those foreseen in the Company Law and in this Statute, as follows:

- (i) approval of the Company's strategy, Business Plan, financial plans and the budget, and any investment project having a value exceeding EUR 50,000 ;
- (ii) distribution, or not, of the profits;
- (iii) suspension of the Company's operation and/or termination, dissolution or liquidation of the Company;
- (iv) amendments to the Statute of the Company;
- (v) change in the legal form of the Company;
- (vi) approval of the petition for liquidation or bankruptcy;
- (vii) establishment of subsidiaries and participations in other companies;
- (viii) quota separation or quota annulment;
- (ix) internal and organizational structure of the Company;
- (x) merger with any other Company, or split or division of the Company;
- (xi) increase and/or decrease of the Capital of the Company;
- (xii) Election and dismissal of the administrators, independent auditors and liquidators and approval of their remuneration/compensation;
- (xiii) monitoring and supervision of the performance of the Administrator/s in the implementation of the Company's business policies, the annual statement of accounts and performance reports;
- (xiv) approval of the annual statements of accounts and performance reports;

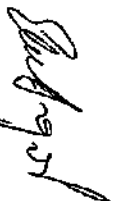
KREU IV

Ortaku i Vetem

Neni 11. Kompetencat

11.1. Ortaku i Vetem eshte organi vendim mares i Shogerise i cili merr vendimet mbi aktivitein dhe politikat e saj ekonomike dhe tregtare. Kompetencat e Ortakut te Vetem jane ato te percaktuara ne Ligjin per Shogerite Tregtare si dhe ne kete Statut, si me poshte:

- (i) miratimin e strategjise se Shogerise, Planit te Biznesit, planeve financiare dhe te buxhetit si dhe cdo projekt investim me vlere qe i tejkalon EUR 50,000;
- (ii) shperndarja ose jo e fitimeve te Shogerise;
- (iii) pezullimin e aktiviteit te Shogerise, si dhe perfundimin, shperndarjen ose likuidimin e Shogerise;
- (iv) ndryshimet ne Statutin e Shogerise;
- (v) ndryshimin e formes ligjore te Shogerise;
- (vi) miratimin e kerkeses per likuidim ose falimentim;
- (vii) hapjen e shogerive te kontrolluara ose pjese marjen ne kapitalin e shogerive te tjera;
- (viii) pjesetimin e kuotave ose anulimin e tyre;
- (ix) miratimin e strukture se brendshme te organizimit te Shogerise;
- (x) shkrirjen me shogerit te tjera, ndarjen ose fraksionimin e Shogerise;
- (xi) zmadhimin ose zvogelimin e kapitalit;
- (xii) zgjedhjen si dhe shkatkimin e administratorëve, ekspertëve kontabel te pavarur dhe likuidatoreve, si dhe percaktimin e shpeblimit te tyre;
- (xiii) monitorimin dhe mbikqerjen e performances se administratorëve ne zbatimin e politikave tregtare te Shogerise, ne lidhje me pasqyrat financiare vjetore te Shogerise si dhe te raportit te performances;



(xv) representation of the Company in court and in other proceedings against the Administrators; and
(xvi) approval of any financial commitment, issuance of debt/loans, or sale of Company's fixed assets, which exceed the value of EUR 50,000;
(xvii) approval of matters submitted by the Administrator/ as per article 15.4 of the Statute;
(xviii) other issues foreseen in the Statute or law.

Article 12. Convocation

12.1 The Sole Shareholder shall be convened at least once a year.

12.2. The Sole Shareholder shall be convened any time that, on the basis of the annual or interim accounts, there is a risk that the Company's assets will not cover its liabilities within the next 3 months.

12.3. The Sole Shareholder shall be convened any time there is a proposal to sell or otherwise dispose of the assets of the Company having a value that exceeds 5% of the Company's total assets, as indicated in the latest audited financial statements. The Sole Shareholder shall decide on the basis of a certified auditor's report submitted to him, unless the acquisition is made in a stock exchange or form part of the ordinary business of the Company

12.4. The Sole Shareholder will be convened when the Company, within the first 2 years after its registration, intends to purchase assets which belong to the Shareholder and which value exceeds 5% of the Company's assets, as shown in its latest audited financial statements.

12.5. In the circumstances set out in section 12.3. and 12.4. above the Sole Shareholder shall decide on the basis of a certified auditor's report submitted to him, unless the acquisition is made in a stock exchange or form part of the ordinary business of the Company.

(xiv) miratimin e pasqyrave financiare vjetore dhe raportin e performances;
(xv) perfaqesimin e Shogerise ne gjykata dhe ne procedura te tjera kundra administratorëve;
(xvi) miratimin e cdo angazhimi financiar, borxhi/kredie apo shitjeje se asetëve, te cilat tejkalojne vleren prej EUR 50,000;
(xvii) miratimin e ceshjeve te cilat i paraqiten nga administratorët ne zbatim te nenit 15.4 te Statutit;
(xviii) ceshje te tjera te parashikuara ne Statut apo ligji;

Neni 12. Mbledhja

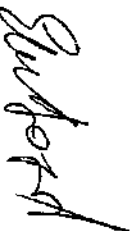
12.1. Ortaku i Vetem duhet te mblidhet te pakten 1 here ne vit.

12.2. Ortaku i Vetem thirret nese, sipas bilancit vjetor apo raporteve te ndermjetme financiare rezulton ose ekziston rreziku qe aktivitetet e Shogerise nuk i mbulojne detyrimet e kerkeshme brenda 3 muajve ne vazhdim.

12.3. Ortaku i Vetem thirret kur Shogeria propozon te shese apo te disponoje ne menyre tjeter aktive, asete te cilat kane nje vlere me te larte se 5% e te gjithë asetëve te Shogerise, sic rezultojne ne pasqyrat e fundit financiare te certifikuara. Ortaku i Vetem do te vendose mbi bazen e raportit te ekspertit kontabel te autorizuar, qe do t'i paraqitet, pervec rasis kur kjo blejje behet ne burse ose ben pjese ne veprimtarine e zakonshme tregtare te Shogerise.

12.4. Ortaku i Vetem thirret kur Shogeria, brenda 2 viteve te para pas regjistrimit te saj propozon te bleje nga ortaku pasuri, qe kane vlere me te larte se 5% e asetëve te Shogerise, sic rezultojne ne pasqyrat e fundit financiare te certifikuara.

12.5. Ne raset e parashikuara ne pikat e mesiperme 12.3 dhe 12.4, Ortakut te Vetem i paraqitet nje raport nga nje ekspert kontabel i autorizuar, i pavarur, pervec rasis kur kjo blejje behet ne burse ose ben pjese ne veprimtarine e zakonshme tregtare te Shogerise.



12.6. In the circumstances set out in sections 12.3. to 12.4. above, the Sole Shareholder may pass an advisory resolution approving or condemning the conduct of the Administrators.

12.6. Ne rastet e parashikuara ne pikat e mesiperme 12.3 dhe 12.4 Ortaku i Vetem mund te miratoje nje rezolute keshilluese, duke miratuar apo bere verejtje per veprimtarine e Administratoreve.

Article 13. Method of Convening

Neni 13. Menyra e Thirrjes

13.1. The Sole Shareholder may decide on the relevant matters falling under its competences, through convocations in a meeting or by way of written consultations.

13.1. Ortaku i Vetem thirret te vendose per ceshtjet e shtruara perpara tij nepermjet thirrjes se mbledhjeve ose nepermjet konsultave me shkrim.

13.2. The Sole Shareholder can be convoked by one of the Administrators, or by its own initiative.

13.2. Ortaku i Vetem mund te mblihdhet nga nje prej Administratoreve ose me iniciativen e tij.

13.3. The Sole Shareholder's meetings shall take place at the registered legal seat of the Company or at the premises of the Company's branch, or at any other city, province, or country that the Shareholder may agree. The selected location, date and time to hold such meeting as well as the related agenda shall be notified to the Shareholder by means of registered mail or electronic mail at least 7 days prior to the meeting, together with all the necessary documents relevant to the items of the agenda of the meeting. Where the Sole Shareholder has not been convened in conformity with this paragraph, the Sole Shareholder may adopt decisions only if all the Sole Shareholder agrees.

13.3. Ortaku i Vetem mblihdhet ne seline e Shogerise, ose ne ambientet e deges se Shogerise apo ne cdo qytet, province apo shtet tjeter, siq bihet dakord nga Ortaku. Vendi i zgjedhur, data dhe ora e ketyre takimeve si dhe rendi i dites perkates i mbledhjeve i njoftohet Ortaku me poste te regjistruar te pakten 7 dite para mbledhjes, se bashku me dokumentat e nevojshme te lidhura me ceshtjet e rendit te dites. Ne rast se Ortaku i Vetem nuk eshte mbledhur/thirrur ne perputhje me kerkesat e ketij paragrafi, kjo e fundit mund te marre vendime te vlefshme vetem ne rast se Ortaku i Vetem eshte dakort.

13.4. The Shareholder has the right to be represented by another person in compliance with article 85 of the Company Law

13.4. Ortaku gezon te drejten te perfagesohet nga nje person tjeter ne perputhje me nenin 85 te Ligjit te Shogerive.

13.5. The Shareholder has the right to vote according to the value of its Quota in the capital.

13.5. Ortaku ka te drejten te votoje ne perputhje me vleren e Kuotes se zoterruar prej tij ne kapital.

13.6. The following resolutions require a quorum of more than ½ of the share capital of the Company to be present in the meeting and shall be approved by the vote of the shareholders owning at least 75 % of the share capital which is present in the meeting:

13.6. Vendimet e meposhtme do te merren me nje kuorum prej me shume se ½ e kapitalit te Shogerise qe duhet te jete i pranishem ne mbledhje dhe do te miratohen me voten ne favor nga ortaket qe zoterojne te pakten 75% te kapitalit te Shogerise, i pranishem ne mbledhje:

- resolution regarding the non-distribution of dividends and/or any other destination of the Company's profits;

- vendimet ne lidhje me mos shperndajen e fitimeve apo/dhe me destinacionin e ndarshem te fitimeve te Shogerise;

- amendment of the Articles of Association;
- liquidation or re-organisation of the Company;
- increase or decrease of the Company's capital;

Any other resolution requires a quorum of more than 30% of the share capital of the Company to be present in the meeting, and the approval vote of 51% of the share capital which is present in the meeting.

13.7. The Shareholder shall be notified on the content of the meeting's agenda.

13.8. The Administrator/s shall keep the minutes of each meeting in compliance with article 90 of the Company Law and shall register the resolutions in the Register of the Resolutions.

- ndryshimi i Statutit;

- likujdim ose riorganizimin e Shoqerise;

- zmadhimin dhe zvogelimin e kapitalit te Shoqerise;

Çdo vendim tjetër do të merret me një kuorum prej më shumë se 30% të kapitalit të Shoqerisë që duhet të jetë i pranishëm në mbledhje dhe do të miratohen me votën në favor nga ortakët që zotërojnë 51% të kapitalit të Shoqerisë, i pranishëm në mbledhje.

13.7. Ortaku do të njoftohen për përmbajtjen e axhendës së mbledhjes.

13.8. Administratori/ret duhet të mbajne procesverbalet e çdo mbledhjeje të ne përputhje me kërkesat e nenit 90 të Ligjit për Shoqëritë dhe do të regjistrojnë të gjitha vendimet e marra në Regjistrin e Vendimeve.

Article 14. Exclusion of Voting Rights

14.1. A Shareholder is not allowed to vote in relation to the below times:

- evaluation of the performance of such Shareholder;
- cancelation of the obligations of such Shareholder;
- the Company initiating a claim against such Shareholder;
- granting of benefits to such Shareholder.

14.2. Where such Shareholder is represented by a proxy, the proxy holder shall be deemed to be in the same position regarding conflicts of interest as the Shareholder it represents

Neni 14. Përjashtimi nga e drejta e votes

14.1. Një Ortak përjashtohet nga e drejta e votes në rastin kur është duke vendosur mbi:

- vlerësimin e veprimtarisë së këtij Ortakut.
- shuarjen e ndonjë detyrimi në ngarkim të tij.
- ngritjen e një padie kundër tij, nga Shoqëria.
- dhënie ose jo të përfitimeve të reja.

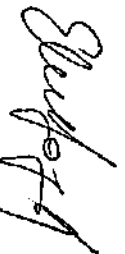
14.2. Kur ky Ortak është i përfaqësuar nga një përfaqësues i autorizuar, i autorizuari vlerësohet të jetë në të njëjtën konflikt interesi sikundër Ortaku të cilin përfaqëson.

CHAPTER V

The Administrator/s

KREU V

Administratori/ret



Article 15. The Administrator/s and their powers

Neni 15. Administratori/ret dhe kompetencat

15.1. The Company may be managed by one or more Administrator/s, as may be decided by the Sole Shareholder. The Administrator/s can be of any nationality and are not required to be Albanian residents.

15.1. Shogeria mund te administrohet nga nje ose me shume Administrator/e, sipas vendimit te Ortakut te Vetem. Administratori/ret mund te jete i qdo kombesie dhe nuk eshte e nevojshme te jete rezident ne Shqiperi.

15.2. At the moment and for the purpose of the adoption of this act, the Company is managed by 1 (one) administrator appointed for a renewable period of 5 (five) years, as follows:

15.2. Ne momentin dhe per qellimin e miratimit te ketij statuti, Shogeria administrohet nga 1 (nje) administrator, te emeluar per nje periudhe te rinoveshme 5 (pese) vjecare, si me poshte:

● **Mrs. Ardita Agovi** Albanian citizen, daughter of Flanmur, born on 20.06.1979 in Tirana, Albania, resident in, Rruga "Bako Dervishaj", Nderresa 7 Ap. 9 Njesia Administrative Nr. 2, Tiranë – Shqiperi holder of Id card no: 037038406, Personal Number H95620138Q with release date 12.03.2021, which is appointed for a period of 5 (five) years, starting from the date of the establishment of the Company, as specified in this document.

● **Zj. Ardita Agovi**, shtetas Shqiptar, e bija e Flanmur, lindur në Tiranë, më 20.06.1979, banues në Rruga "Bako Dervishaj", Nderresa 7 Ap. 9 Njesia Administrative Nr. 2, Tiranë – Shqiperi, mbajtës i dokumentit Karte Identiteti me Nr. 037038406, Nr.personal H95620138Q, me date lëshimi dt. 12.03.2021, e cila emërohet për një periudhë prej 5 (pese) vjetesh, nga data e themelimit te Shogerise, te peraktuar ne kete dokument.

Any subsequent changes in the Administrators' appointment shall not constitute an amendment to this Articles of Association.

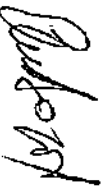
Çdo ndryshim i mepaseshem ne lidhje me emerimin e Administratorit/reve nuk do te konsiderohet si nje ndryshim Statuti.

15.3. The powers to be exercised separately by each administrator, if applicable, shall be indicated in the decision of the Sole Shareholder appointing the Administrator/s, or any other subsequent decision of the Sole Shareholder. All the remaining powers shall be exercised jointly by the Administrators. The Administrators may issue a joint and unanimous decision in which they delegate certain powers, falling within their joint powers, to one Administrator, by making in this way a practical internal separation of duties among them.

15.3. Kompetencat e qe do te ushtrohen vecmas nga secili prej Administratorëve, nese ky eshte rasti, do te percaktohen ne vendimin e Ortakut te Vetem qe emerion Administratorin, ose ne vendime te tjera te mepaseshme. te gjitha kompetencat e tjera do te ushtrohen bashkerisht nga Administratorët. Administratorët mund te marrin nje vendim unanim te perbashket ne te cilin ato i delegojne disa nga kompetencat e perbashketa, tek njeri nga Administratorët, duke bere je ndaje praktike te brendshme te detryave midis tyre.

15.4 In case of a decision making deadlock situation among Administrators in relation to administration matters falling within the joint powers, the matter shall be forwarded to the Sole Shareholder which shall decide on the matter. The decision making deadlock shall be considered to exist in case the required majority or quorum for a related decision has not been reached for 3 meetings in a row. After

15.4. Ne raste e nje suate bllokimi te vendimaries midis Administratorëve, per ceshjet e administrimit qe jane kompetence e perbashket, atehere ceshja do t'i kaloje per vendimarie Ortakut te Vetem i cili do te vendose per ceshjen ne fjale. Nje suate e bllokimit te vendimaries se perbashket do te ekzistojte sa here shumica apo kuorumi i



the 3rd unsuccessful meeting each Administrator may convene the Sole Shareholder to decide on the matter remained unresolved.

kerkuar per nje ceshtje te caktuar nuk arrihet per 3 here radhazi midis Administratorëve. Pas heres se trete, cdo Administrator mund te therrase Ortakun e Vetem per te vendosur mbi ceshtjen e mbetur pezull.

15.5. Upon acceptance of their appointment, the Administrator(s) shall acknowledge that their relationship with the Company is on a fiduciary basis; in this respect the decision to remove them by means of a resolution of the Shareholder/s is deemed a legitimate reason for dismissal, in compliance with the applicable laws.

15.5. Menjehere pas pranimit te emerimit te tyre, Administratori(et) njohin ne se maridhenia e tyre me Shogerine ndertohet mbi baza mirebesimi; lidhur me kete vendimi per heqjen e tyre nepernjete nje rezolute te Ortakut/keve gjykohet si arsye e ligjshme per shkarkimin e tyre, ne perputhje me ligjet perkatese.

15.6. The Sole Shareholder/s may terminate, at any time, the appointment of the Administrators.

15.6. Ortaku i Vetem ka te drejte te shkarkoje Administratoret ne cdo moment.

15.7. If allowed by and in compliance with the Albanian law or any other law where the acts of the Administrator(s) shall take effect, the Administrator(s) shall have the right to take decisions within the scope of its duty without being physically present in Albania or the Company's premises. The Administrator may attend any meeting and/or notify its decision by teleconference, email (to the other administrators and to the representative of the Sole Shareholder) or correspondence (including signing the draft of the any resolution/decision).

15.7. Per aq sa eshte e lejueshme dhe ne perputhje me legjislacionin Shqiptar ose me cdo legjislacion ku aktet e Administratorit(ëve) kane fuqi vepruese, Administratori(et) kane te drejten te marrin vendime ne lidhje me detyrat e tyre pa qene fizikisht present ne Shqiperi ose ne ambientet e Shogerise. Administratori mund te marre pjese ne cdo mbledhje me ane te mejeteve te telekonferences dhe/ose te njoftoje vendimin e tij nepernjete mejeteve te telekonferences, emailit (drejtuar administratorëve te tjere si dhe perfaqesuesit te Ortakut te Vetem) apo korrespondences (perfshire firmosjen e draftit te vendimit).

Article 16. The Powers and Duties of the Administrator/s

Neni 16. Kompetencat dhe detyrimet e Administratorit/reve

16.1. The powers of the Administrator representing the Company shall for this purpose include, among others, the powers to:

16.1. Kompetencat e Administratorit ne kuader te perfaqesimit te Shogerise perfshijne midis te tjereve:

(i) Request/convoke the meeting of the Sole Shareholder, in cases envisaged by Article 13;

(ii) Manage the day to day Company's business by implementing the policies and plans defined by the Sole Shareholder;

(i) kerkesa/thirrja e mbledhjes se Ortakut te Vetem, ne rastet e specifikuara ne nenin 13;

(ii) menaxhimin e aktivitetit te perdishem tregtar te Shogerise nepernjete implementimit te politikave dhe planeve te percaktuara nga Asambleja e Pergjithshme;

(iii) Represent the Company towards third parties;

(iii) perfaqesimin e Shogerise me palet e treta;



- (iv) Ensure that the necessary accountancy books and documents are properly maintained;
- (v) Provide for and sign the annual statement of accounts and consolidated accounts and the performance report, together with the proposals to the Sole Shareholder for the distribution of profits;
- (vi) Filing and depositing the Company's data to the National Business Centre where applicable;
- (vii) Report to the Sole Shareholder with respect to the implementation of business policies and to the realization of transactions of particular importance for Company performance;
- (viii) represent the Company as shareholder in other companies.
- (ix) Perform other duties set by law or the Sole Shareholder from time to time.
- (iv) kujdesin per mbajtjen ne menyre te pershtatshme te dokumentave dhe librave kontabel te Shogerise;
- (v) pergatijen dhe firmosjen e bilancit vjetor, bilancit te konsoliduar dhe raportit te ecurise se veprimtarise se bashku me propozimet per shperndarjen e fitimeve qe i paraqiten per miratim tek Ortaku i Vetem;
- (vi) kryejne regjistrimet dhe dergojne te dhenat e Shogerise prane Qendres Kombetare e Biznesit, kur eshte e nevojshme;
- (vii) raportimin perpara Ortakut te Vetem, lidhur me zbatimin e politikave tregtare dhe me realizimin e veprimeve te posacme me rendesi te vecante per veprimtarine e Shogerise;
- (viii) perfaqesimin e Shogerise si ortak ne shoqeri te tjera.

(ix) Perform other duties set by law or the Sole Shareholder from time to time.

(viii) kryerjen e detyrave te tjera te caktuara ne ligj dhe nga Ortaku.

Article 17. The Fiduciary Duties and Liability

17.1. In addition to the general and fiduciary duties expressed by Articles 14, 15, 17 and 18 of the Company Law, the Administrators must:

(i) Perform their duties established by law or these Articles of Association in good faith in the best interests of the Company as a whole, with special regard the environmental impact of its operations;

(ii) Exercise powers granted by the law or by these Articles of Association only for the purposes established therein;

(iii) Give adequate consideration to matters to be decided;

Neni 17. Detyrimi i besnikerise dhe pergjegjesia

17.1. Perverq sa eshte parashikuar ne dispozitat e pergjithshme te detyrimit te besnikerise, sipas nenave 14,15,16,17 e 18 te Ligjit te Shogerive, administratoret detyrohen:

(i) te kryejne detyrat e tyre e percaktuara ne ligj ose ne kete Statut ne mirebesim e ne interesin me te mire te Shogerise ne teresi, duke i kushtuar vemendje te vecante ndikimit te veprimtarise se Shogerise ne mjedis;

(ii) te ushtrojne kompetencat qe u njihen me ligj ose nga ky statut, vetem per arritjen e qellimeve te percaktuara ne keto dispozitia;

(iii) te vleresojne me pergjegjesi ceshjet per te cilat merret vendim;

Subscribed

(iv) Avoid actual and potential conflicts between their own personal interests and those of the Company;

(iv) te parandaloje dhe menjanoje rastet e konfliktit, prezent apo te mundshem, te interesave personale me ato te Shogerise;

(v) Exercise reasonable care and skills in the performance of their functions.

(v) te ushtrrojne detyrat e tyre me profesionalizem dhe kujdesin e nevojshem

17.2. The Administrators may be held liable for any action or failure to act unless the action or omission was made in good faith, based upon reasonable inquiry and information, and rationally related to the purposes of the Company.

17.2. Administratorët përjigjen kundrejt shogerise per cdo veprim apo mosveprim, me përjashtim te rasteve kur, ne baze te hetimit dhe vleresimit te informacioneve perkatese, veprim apo mosveprim eshte kryer ne mirebesim.

17.3. In case of violation of duties and the standard of diligence referred to in section 17.1. and section 17.2, an Administrator has to compensate the Company for any damage which occurred due to the violation. He/she shall also pass over to the Company any personal profits made in violation of his duties. He/she has the burden of proving compliance with the duties and standards. In case the violation has been committed by more than one Administrators, all the Administrators in question are jointly and severally liable.

17.3. Ne rast te shkeljes se detyres dhe standarteve profesionale, sipas pikave 17.1 dhe 17.2 te ketij neni, Administratori eshte i detyruar te demshperbleje Shogerine, per demet qe rrjedhin nga kryerja e shkeljes, si dhe t'i kaloje Shogerise cdo fitim personal qe ka realizuar gjate kryerjes se ketyre veprimeve te parregullta. Ai ka barren e proves per te vertetuar se kryen detyrat e tij ne rregull dhe sipas standarteve. Kur shkelja eshte kryer nga me shume se nje Administrator ata përjigjen ndaj Shogerise ne menyre solidare.

17.4. In particular, the Administrator is obliged to compensate the Company for damages, resulting for carrying out following actions in breach of the Company Law:

17.4. Ne vecanti, Administratori eshte i detyruar te demshperbleje Shogerine, per demet, neqofese ne kundershim me Ligjin per Shogerite kryen veprimet e meposhtme:

(i) redistribution the contributions to the Shareholders;

(i) i kthen Ortakeve kontributet;

(ii) payment interests or dividends to the Shareholders;

(ii) i paguan Ortakeve interesa apo dividente;

(iii) distribution of the Company's assets;

(iii) i shperndan asetet Shogerise;

(iv) allowing the Company to continue carrying on business when it should be foreseen that it will not be able to pay its debts;

(iv) lejon qe Shogeria te vazhdoje aktivitein e saj, kur duhet ta kishte parashikuar qe kjo e fundit nuk do te kishite afesi paguese per te shlyer detyrimet e saj;

(v) granting of loans.

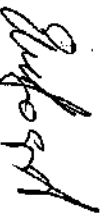
(v) jep hua.

CHAPTER VI

Company Financial Administration

KREU VI

Administrimi Financiar i Shogerise



Article 18. Certified public accountant

18.1. The Sole Shareholder shall appoint a certified public accountant (auditor) to provide the related services to the Company.

18.2. The auditors shall carry out the auditing functions in accordance with Albanian law.

Neni 18. Eksporti Kontabel i Autorizuar

18.1. Ortaku cakton ekspertin kontabel te autorizuar (auditus) per te dhene sherbimet e tij kundersht Shqogerise.

18.2. Ekspertet duhet te kryejne funksionet audituese ne perputhje me legjislacionin shqiptar.

CHAPTER VII
Company Activity

KREU VII
Aktiviteti Shqogerise

Article 19. Financial Year

Neni 19. Viti ekonomik-financiar

19.1. The financial year starts on the first day of January and ends on the 31st day of December of each year. The first financial year starts on the date of the Company's foundation.

19.1. Viti ekonomik-financiar fillon ne ditën e pare te muajit Janar dhe perfundon ne ditën e 31-të te muajit Dhjetor te secilit vit. Viti i pare financiar nis ne datën e themelimit te Shqogerise.

Article 20. Bookkeeping

Neni 20. Mbajtja e Llogarive

20.1 The Company will carry out the bookkeeping in lek and in foreign currency.

20.1. Shqogeria do te mbeje llogaritë ne lekë dhe ne monedhe te huaj.

Article 21. Profit Computation and Distribution

Neni 21. Llogaritja dhe Shpërndarja e Fitimit

21.1. The Company's Profit is established on the basis of the financial statements approved by the Sole Shareholder. Any change in the destination of profits will be determined by the Sole Shareholder in accordance with these Articles of Association and the applicable laws.

21.1. Fitimi i Shqogerise percaktohet ne baze te pasqyrave financiare te aprovuar nga Ortaku i Vetem. Cdo ndryshim ne destinacionin e fitimit do te caktohet nga Ortaku i Vetem ne perputhje me Statutin dhe me ligjet e zbatueshme.

21.2. In compliance with the Company Law, the Company may make a distribution to the Shareholders only in the event after the payment of such distributions:

21.2. Ne baze te Ligjit per Shqogerite, Shqogeria mund te shperndaje fitimin tek Ortaket vetem nese pas kesaj shperndaje:

(i) the Company's assets will fully cover its liabilities, and

(i) asetet e Shqogerise mbulojne teresisht detyrimet e kesaj te fundit;

(ii) the Company will have sufficient liquid assets to make payments of its liabilities as they fall due in the next twelve months.

(ii) Shqogeria ka aktive likuide te mjaftueshme per te shlyer detyrimet qe behen te kerkueshme brenda 12 muajve te ardhshem;

21.3. The Administrators shall issue a 'solvency certificate', which explicitly confirms that the proposed distribution meets the valuation as of section 21.2. above. Where the accounts of the Company indicate that the proposed distribution cannot meet the valuation of section 21.2. above, the Administrators may not issue the solvency certificate.

21.4. The Administrators are responsible to the Company for the correctness of the solvency certificate.

CHAPTER VIII

Modification of the Legal Form and Dissolution

Article 22. Modification of the Legal Form

22.1. The legal form of the Company can be modified upon a decision of the Sole Shareholder in accordance with the respective provisions of the Albanian Law.

22.2. The Company shall fulfil all the related registration procedures legally required in Albania for the purpose.

Article 23. Company Dissolution

23.1. The Company can be dissolved under the following circumstances:

(i) as result of the expiration of the period for which it was established;

(ii) by decision of the Sole Shareholder;

(iii) by opening of an insolvency procedure;

(iv) If it has not carried out any business activities for two years and has not notified its inactive status in accordance with paragraph 3 of Art. 43 of Law No. 9723 'On the National Centre for Registration';

(v) by court decision;

21.3. Administratorët leshojnë një certifikatë të afësise paguese, e cila konfirmon shprehimisht se shperdarja e propozuar e dividendeve përmbush kërkesat e pikës 21.2 me sipër. Nëse kur gjendja e Shogerisë tregon se shperdarja e propozuar e dividendeve nuk i përmbush kërkesat sipas 21.2, Administratorët nuk mund ta leshojnë këtë certifikatë.

21.4. Administratorët përgjigjen ndaj shogerisë për vertetësinë e certifikatës së afësise paguese.

KREU VIII

Modifikimi i Formës Ligjore dhe Prishja

Neni 22. Modifikimi i Formës Ligjore

22.1. Forma ligjore e Shogerisë mund të ndryshojë me vendim të Ortakut të Vetëm në përputhje me dispozitat respektive në Legjislaacionin Shqiptar.

22.2. Shogëria do të përmbushë të gjitha procedurat ligjore të regjistrimit të nevojshme në Shqipëri për këtë qëllim.

Neni 23. Prishja e Shogerisë

23.1. Shogëria mund të priset në tre rrethanat e mëposhtme:

(i) si pasojë e përfundimit të kohëzgjatjes për të cilin ishte themeluar;

(ii) me vendim të Ortakut të Vetëm;

(iii) me hapjen e një procedure falimentimi;

(iv) nëse nuk ka kryer veprimtari tregtare për 2 vjet dhe nuk është njoftuar pezullimi i veprimtarisë në përputhje me pikën 3 të nenit 43 të Ligjit nr.9723, datë 3.05.2007 "Për Qendren Kombëtare të Regjistrimit";

(v) me vendim gjykatë;



(vi) for other reasons to be provided for by the) (vi) per arsye te tjera te parashikuara nga Shareholder from time to time. Ortaku ne cdo kohe.

23.2. The Administrator(s) shall report the dissolution to the National Centre for Registration in accordance with Art. 43 of Law No. 9723 on the National Centre for Registration. In case of dissolution by court decision, the court shall transmit the decision to the National Centre for Registration for registration in accordance with Art. 45 of Law No. 9723 on the National Centre for Registration.

23.2. Administratori(et) regjistrujne prishjen e Shoqerise prane Qendres Kombetare te Regjistrimit ne perputhje me nenin 43 te Ligjit nr.9723, date 3.05.2007 “Per Qendren Kombetare te Regjistrimit”. Ne rast se prishja e Shoqerise behet me me vendim gjykate, gjykata, ne perputhje me nenin 45 te Ligjit nr.9723, date 3.05.2007 “Per Qendren Kombetare te Regjistrimit”, ia njoftimin vendimin kesaj te fundit per regjistrim.

CHAPTER IX **Miscellaneous**

KREU IX **Te ndryshme**

Article 24. Withdrawal of a Shareholder

Neni 24. Largimi i Ortakut

24.1. The withdrawal and the expulsion of one of the Shareholder, as well as its consequences shall take place in compliance with articles 101, 102 and 103 of the Company Law.

24.1. Largimi dhe perjashimi i nje Ortaku, si dhe pasojat qe kjo sjell, do te rregullohen nga dispozitat nr. 101, 102, 103 te Ligjit te Shoqerive

Article 25. Other

Neni 25. Te tjera

25.1. All other issues not specifically provided for in these Articles of Association shall be subject to the provisions of the Company Law.

25.1. Çdo ceshije tjeter, e cila nuk eshte permendur ne kete statut, do te rregullohet nga dispozitat e Ligjit per Shoqerite.

Signature
of the Founder/Shareholder
PROIECT OPTIM CONTRACT SHPK

Nenshkrimi i Ortakut te Vetem
PROIECT OPTIM CONTRACT SHPK

Represented by:

Perfaqesuar nga:

Mrs.

Zj.