



<p style="text-align: center;">CONSTITUTION DEED AND BYLAWS</p> <p style="text-align: center;">OF</p> <p style="text-align: center;">"Kalekim Neon" SHA</p> <p style="text-align: center;">As of 17 May 2019</p>	<p style="text-align: center;">AKTI I THEMELIMIT DHE STATUTI</p> <p style="text-align: center;">I</p> <p style="text-align: center;">"Kalekim Neon" SHA</p> <p style="text-align: center;">Date 17 maj 2019</p>
<p style="text-align: center;">Article 1</p> <p style="text-align: center;">Incorporation - Title of the Company</p> <p>1. A JOINT STOCK COMPANY is hereby incorporated under the laws of the Republic of Albania by the following founders:</p> <p>Name of the founder:</p> <p>Kalekim Kimyevi Maddeler Sanayi ve Ticaret A.Ş. (hereinafter referred to as "Kale")</p> <p>Address: Firuzköy Blv. No. 188, Firuzköy, Avcılar, İstanbul</p> <p>Tax Number: 124652</p> <p style="text-align: center;">And</p> <p>Name of the founder:</p> <p>DSG Shpk. (hereinafter referred to as "DSG")</p> <p>Address: Rruga "Xhanfise Keko", Ndertesa 168, Hyrja 1, Njesia Bashkiake Nr. 3, Tirana</p> <p>Identification Number: L91602005V</p> <p>2. The Company is formed under the corporate name "Kalekim Neon" SH.A. (hereinafter the "Company").</p>	<p style="text-align: center;">Neni 1</p> <p style="text-align: center;">Themelimi – Emri i Shoqerise</p> <p>1. SHOQERIA AKSIONARE themelohet ne baze te ligjeve te Republikes se Shqiperise nga themeluesit e meposhtem:</p> <p>Themeluesi:</p> <p>Kalekim Kimyevi Maddeler Sanayi ve Ticaret A.Ş. (me poshte: "Kale")</p> <p>Adresa: Firuzköy Blv. No. 188, Firuzköy, Avcılar, Stamboll</p> <p>Numri fiskal: 124652</p> <p style="text-align: center;">dhe</p> <p>Themeluesi:</p> <p>DSG Shpk. (me poshte: "DSG")</p> <p>Adresa: Rruga "Xhanfise Keko", Ndertesa 168, Hyrja 1, Njesia Bashkiake Nr. 3 Tirane</p> <p>Numri identifikues: L91602005V</p> <p>2. Shoqeria themelohet me emrin "Kalekim Neon" SH.A. (me poshte "Shoqeria").</p>
<p style="text-align: center;">Article 2</p> <p style="text-align: center;">Registered Office</p> <p>1. The registered office of the Company will be at the address: Rr. Fshati – Gjokaj, property with no. 706/6, cadastral zone no. 1167, Njesia Bashkiake – Berzull, Tirana, Albania.</p> <p>2. The Company may establish branches or</p>	<p style="text-align: center;">Neni 2</p> <p style="text-align: center;">Selia e Shoqerise</p> <p>1. Selia e Shoqerise do te jete ne adresen: Rr. Fshati – Gjokaj, pasuria me numer 706/6 Z.Kadastrale 1167, Njesia Bashkiake – Berxull, Tirane, Shqiperi.</p> <p>2. Shoqeria mund te hape dege ose zyra ne</p>

<p>offices in other cities as well in Albania or abroad by resolution of the Board of Directors, which will define the duties, the authorisations and in general the way they will operate.</p>	<p>qytete te tjera, si ne Shqiperi edhe jashte shtetit me vendim te Keshillit te Administrimit, i cili do te percaktoje detyrat, autorizimet dhe menyren e pergjithshme se si do veprohet.</p>
<p style="text-align: center;">Article 3</p> <p style="text-align: center;">Duration</p> <p>The duration of the Company is unlimited.</p>	<p style="text-align: center;">Neni 3</p> <p style="text-align: center;">Kohezgjatja</p> <p>Kohezgjatja e Shoqerise eshte e pakufizuar.</p>
<p style="text-align: center;">Article 4</p> <p style="text-align: center;">Object</p> <p>The Company may carry out the following commercial activities:</p> <p>(a) production, import, and sales and distribution of construction chemicals, ETICS, water proof , industrial flooring and paints in the territory of Albania as well as in Kosovo, Macedonia, Monte Negro, Serbia, Bosnia Herzegovina, Croatia, Greece or other countries as the board of directors of the Company may decide from time to time; and</p> <p>(b) distribution and sale of construction chemicals, ETICS water proof, industrial flooring and paints in the above-mentioned countries;</p> <p>(c) distribution and sale of products of third parties in the above-mentioned countries; and</p> <p>(d) any other activity as may be agreed by the Shareholders through amending the Articles of Association/Bylaws of the Company.</p> <p>(e) the Company shall conduct the business for its own benefit and in the best interests of the Company as a whole on sound commercial, profit-making principles in accordance with the highest ethical standards so as to generate the maximum achievable maintainable profits available for distribution among the Shareholders.</p>	<p style="text-align: center;">Neni 4</p> <p style="text-align: center;">Objekti i veprimtarise</p> <p>Shoqeria mund te kryeje aktivitetet tregtare te meposhtme:</p> <p>(a) prodhimi, importi, shitja dhe shperndarja e produkteve te materialeve kimike te ndertimit, materiale termoizolimi te kombinuara, materiale hidroizoluese, dysHEME industriale dhe bojra ne territorin e Shqiperise si dhe ne Kosove, Maqedoni, Mal i Zi, Serbi, Bosnje Hercegovine, Kroaci, Greqi, ose vende te tjera te cilat mund t'i caktoje Keshilli i Administrimit te Shoqerise; dhe</p> <p>(b) shperndarja dhe shitja/eksporti i produkteve te materialeve kimike te ndertimit, materiale termoizolimi te kombinuara, materiale hidroizoluese, dysHEME industriale dhe bojra ne vendet e siperpermendura;</p> <p>(c) shperndarja dhe shitja e produkteve te paleve te treta ne vendet e siperpermendura; dhe</p> <p>(d) çdo veprimtari tjetër, siç mund të bihet dakord nga aksionaret nepermjet ndryshimit të Statutit.</p> <p>(e) Shoqeria do të kryejë veprimtarinë në përfitimin e vet dhe në interesin me të mirë të Shoqerisë në teresi, në baze të parimeve ekonomike të arsyeshme, fitimprurëse në përputhje me standardet me të larta etike për të gjeneruar fitimin me të lartë të mundshëm për t'u shperndare mes Aksionareve.</p>




<p style="text-align: center;">Article 5</p> <p style="text-align: center;">Share Capital – Number and Type of Shares</p> <p>1. The Company shall have an initial paid in registered share capital equivalent to 50.000 EUR (equivalent in Leke 6.200.000), calculated on the basis of the official exchange rate of the Bank of Albania on the signing date of these Bylaws, divided into 100,000 common registered shares each of a par value of 0,5 € (equivalent to Leke 62) which shall be paid in full before the registration of the Company. Shares in the Company shall be issued as ordinary shares and each carry equal rights and obligations. The Company shall not issue any bearer shares.</p> <p>2. Kale undertakes to subscribe and pay in 51,000 shares of nominal value of Leke 3.162.000 equivalent to EUR 25,500, equal to 51% of the share capital.</p> <p>3. DSG undertakes to subscribe and pay 49,000 shares of nominal value of Leke 3.038.000 equivalent to EUR 24,500, equal to 49% of the share capital.</p>	<p style="text-align: center;">Neni 5</p> <p style="text-align: center;">Kapitali i shoqerise - Numri dhe lloji i aksioneve</p> <p>1. Shoqeria do kete nje kapital fillestar prej EUR 50.000 (i barazvlefshem me Leke 6.200.000), i perlllogaritur ne baze te kursit zyrtar te Bankes se Shqiperise ne ditën e nenshkimit te ketij Statuti, te ndara ne 100.000 aksione te zakonshme, me nje vlere nominale EUR 0.5 secila (i barazvlefshem me Leke 62) i cili do te shlyhet teresisht perpara regjistrimit te Shoqerise. Aksionet e Shoqerise do te emetohen si aksione te zakonshme dhe secili prej tyre do te sjelle detyrime dhe te drejta te barabarta. Shoqeria nuk do te emetoje certifikata aksionesh tek pruresi (jo-nominative).</p> <p>2. Kale merr persiper te nenshkruaje dhe shlyeje 51.000 aksione me vlere nominale Leke 3.162.000 ekuivalente me EUR 25.500, qe perbejne 51% te kapitalit themeltar.</p> <p>3. DSG merr persiper te nenshkruaje dhe shlyeje 49.000 aksione me vlere nominale Leke 3.038.000 ekuivalente me EUR 24.500, qe perbejne 49% te kapitalit themeltar.</p>
<p style="text-align: center;">Article 6</p> <p style="text-align: center;">Meeting of shareholders</p> <p>2.1 The General Assembly (whether ordinary or extraordinary) is the supreme authority of the Company having the competences and powers as provided in the AOA, the Bylaws and by pertinent Laws.</p> <p>2.2 At the request of a Shareholder, the Shareholders shall discuss any points of the agenda prior to any General Assembly which shall fall under its competence.</p> <p>2.3 The Shareholders agree that to the extent permitted by Law the meetings of the General Assembly shall be held in English.</p>	<p style="text-align: center;">Neni 6</p> <p style="text-align: center;">Mbledhja e aksionareve</p> <p>2.1 Asambleja e Pergjithshme (qofte e zakonshme apo e jashtezakonshme) eshte organi me larte i Shoqerise qe ka kompetencat dhe kompetencat e parashikuara ne Aktin e themelimit, Statutin dhe ne ligjet perkatese.</p> <p>2.2 Me kerkesen e nje Aksionari, Aksionaret do te diskutojne per çdo pike te rendit te dites perpara ndonje Asambleje te Pergjithshme e cila do te jete nen kompetencen e saj.</p> <p>2.3 Aksionaret bien dakord qe ne masen e lejuar nga ligji, mbledhjet e Asamblese se</p>




The minutes of the meetings of the General Assembly and all related documents shall be prepared in English and Albanian. The foreign Shareholders of the Company shall also receive notice of the meetings by registered mail in a timely fashion.

2.4 The meeting quorum for an Ordinary General Assembly shall consist of Shareholders of the Company representing more than 50% (fifty percent) of the total share capital of the Company. Resolutions shall be passed by the affirmative votes of the Shareholders holding more than 50% (fifty percent) of the voting rights present or represented at such meetings. The same quorum will apply for all consecutive meetings which are held as a result of the first meeting not being able to achieve quorum.

2.5 The meeting quorum for an Extraordinary General Assembly shall consist of Shareholders of the Company representing more than 75% (seventy-five percent) of the total share capital of the Company. If meeting quorum can't be formed at the first attempt a second meeting will be held two weeks later with more than 50% (fifty percent) of the total share capital of the Company with the exception of share capital decisions which will require anytime a quorum of 75% (seventy-five percent) of the total share capital of the Company. Resolutions shall be passed by the affirmative votes of the Shareholders holding more than 3/4 of the voting rights present or represented at such meetings. The same quorum will apply for all consecutive meetings which are held as a result of the first meeting not being able to achieve quorum. Extraordinary general meeting can be held in the headquarters of the company

Pergjithshme te mbahen ne gjuhen angleze. Procesverbalet e mbledhjeve te Asamblese se Pergjithshme dhe te gjitha dokumentet perkatese do te pergatiten ne gjuhen angleze dhe shqipe. Aksionaret e huaj te Shoqerise do te njoftohen per mbledhjen me poste rekomande ne nje afat te pershtatshem.

2.4 Kuorumi i mbledhjeve per Asamblene e Pergjithshme perbehet nga aksionaret e Shoqerise qe perfaqesojne me shume se 50% (pesedhete perqind) te kapitalit te pergjithshem te Shoqerise. Vendimet do te miratohen me votat ne favor nga Aksionaret qe mbajne me shume se 50% (pesedhete per qind) te te drejtave te votimit te pranishem ose te perfaqesuar ne Asamble. Kuorumi i njejte do te zbatohet per te gjitha mbledhjet e njepasnjeshme qe mbahen si rezultat i takimit te pare qe nuk jane ne gjendje te arrijne kuorumin.

2.5 Kuorumi i mbledhjeve per Asamblene e Jashtezakonshme perbehet nga aksionaret e Shoqerise qe perfaqesojne me shume se 75% (shtatedhete e pese per qind) te kapitalit te pergjithshem te Shoqerise. Nese nuk mund te formohet kuorumi i takimit ne perpjekjen e pare, nje takim i dyte do te mbahet pas dy javesh me 50% (pesedhete perqind) te kapitalit te pergjithshem te Shoqerise, me perjashtim te vendimeve per kapitalin e shoqerise i cili do te kerkoje ne çdo kohe nje kuorum prej 75% (shtatedhete e pese per qind) te kapitalit te pergjithshem. Vendimet do te miratohen nga votat e Aksionareve te cilet kane me shume se 3/4 te votave te pranishme ose te perfaqesuara ne Asamble. I njeiti kuorum do te zbatohet per te gjitha Asamblet e mepasshme te cilat mbahen si rezultat i mos arrijtes se kuorunit. Asambleja e jashtezakonshme mund te mbahet ne seline e Shoqerise dhe njoftimet duhet te behen me poste rekomande.

and announcements should be done by registered mail.

2.6 The Extraordinary General Assembly which shall meet to resolve on the following issues and on those Reserved Matters falling under its competence:

- (a) Any incorporation, approval and/or amendment, modification or alteration to the Company's documents (Bylaws, etc.);
- (b) Any increase or decrease of the share capital;
- (c) distribution of dividends; and
- (d) Any voluntary liquidation, dissolution, winding-up, insolvency, or any act whereby the Company may be subject to any compulsory winding up or similar proceedings.

2.7 The Ordinary General Assembly (which shall meet not less than once a year to resolve on the following issues and on those Reserved Matters falling under its competence:

- (a) approval of annual financial statement of the Company;
- (b) election of the Board of Director's members under the terms and conditions set by these Bylaws;
- (c) appointment of Company's statutory auditors
- (d) any other matter provided for by the Laws.

2.8 Any Shareholder may be present at a general meeting of the Company through proxies.

2.9 Aside from complying with the legal requirements under the Laws, the Company shall send to the registered address of the foreign Shareholders, including Kale, outside of the Republic of Albania advance notice of

2.6 Asambleja e Jashtezakonshme do te mblidhet per zgjidhjen e ceshtjeve ne vijim dhe per ato ceshtje qe jane te rezervuara ne kompetence te saj:

- (a) Miratimi dhe/ose ndryshimi, shtesa ose shfuqizimi i dokumenteve te Shoqerise (Statuti, etj.);
- (b) Çdo rritje ose ulje e kapitalit aksionar;
- (c) shpërndarja e dividendeve; dhe
- (d) Çdo likuidim i vullnetshëm, prishje, likuidim, paaftesi pagueese ose çdo veprim me te cilin Shoqeria mund t'i nenshtrohet procedurave te mbylljes se detyrueshme apo procedurave te ngjashme.

2.7 Asambleja e Pergjithshme (e cila do te mblidhet jo me pak se nje here ne vit per zgjidhjen e ceshtjeve ne vijim dhe per ato ceshtje te rezervuara qe bien nen kompetencat e saj:

- (a) miraton pasqyrat vjetore financiare te Shoqerise;
- (b) zgjedh anetaret e Keshillit te Administrimit sipas termave dhe kushteve te percaktuara ne kete Statut;
- (c) emerimi i auditoreve te Shoqerise
- (d) çdo ceshtje tjeter e parashikuar nga ligji.

2.8 Çdo Aksionar mund te jete i pranishem ne nje mbledhje te pergjithshme te shoqerise me ane te perfaqesuesve.

2.9 Perveç permbushjes se kerkesave ligjore sipas ligjeve ne fuqi, Shoqeria do te dergoje ne adresen e regjistruar te aksionareve te huaj, duke perfshire Kale, jashte Republikes se Shqiperise, njoftimin paraprak te mbeldhjes



<p>General Assemblies through registered mail including the agenda of the meeting.</p> <p>2.10 All decisions of the General Assembly shall be recorded in the respective minutes, which shall comply with the requirements of the Laws.</p>	<p>se Asambles se Pergjithshme permes postes rekomande duke perfshire rendin e dites te mbledhjes.</p> <p>2.10 Te gjitha vendimet e Asamblese se Pergjithshme regjistohen ne procesverbalin perkates, i cili do te jete ne perputhje me kerkesat e ligjit.</p>
<p style="text-align: center;">Article 7</p> <p style="text-align: center;">Board of Directors</p> <p>3.1 The number of directors that shall constitute the entire Board of Directors shall be five (5), of which three (3) are proposed by Kale, and two (2) are proposed by DSG, and are elected by the General Assembly with simple majority. Each director shall be elected for a term of two (2) years shall hold office until such director's successor is duly elected and qualified or until such director's earlier resignation, removal, death or incapacity.</p> <p>For the first two years the Chairman will be selected by Kale. During the same term, the Vice-chairman will be selected by the DSG. For the next cycles (i.e. two years) the selection structure for Chairman and Vice-chairman will be implemented in a reverse manner. The same structure (i.e. reverse of the positions) will continue for the next cycles of two years. If a seat on the Board of Directors becomes vacant by retirement, resignation, illness, disability or death of a member of the Board or by removal of such member by the General Assembly by a request form the Party which originally nominated him/her, the Party which nominated such member shall nominate a successor to serve out such Company's Directors' term within 30 (thirty) days. The members of the Board shall receive no remuneration for their services as Board</p>	<p style="text-align: center;">Neni 7</p> <p style="text-align: center;">Keshilli i Administrimit</p> <p>3.1 Numri i drejtoreve qe do te perbejne Keshillin e Administrimit do te jete pese (5), nga te cilet tre (3) propozohen nga Kale, dhe dy (2) propozohen nga DSG, dhe zgjidhen nga Asambleja e Pergjithshme me shumice te thjeshte. Çdo anetar do te zgjidhet per nje mandat prej dy (2) vitesh dhe do te qendroje ne detyre derisa pasardhesi i ketij anetari te zgjidhet ne menyre te rregullt dhe te kualifikuar ose derisa ky anetar te dorehiqet, vdes ose behet i paafte.</p> <p>Per dy vitet e para Kryetari i Keshillit te Administrimit do te perzgjidhet nga Kale. Gjate te njejtit mandat, Zv.Kryetari do te perzgjidhet nga DSG. Per ciklet e ardhshme (dmth. dy vjet) struktura e perzgjedhjes per kryetarin dhe zevendes kryetarin do te zbatohet ne menyre te kundert. E njejta strukture (dmth. e pozicioneve te kunderta) do te vazhdoje per ciklet e ardhshme te dy viteve. Ne qofte se nje vend ne Keshillin e Administrimit behet vakant nga dalja ne pension, doreheqja, semundja, paaftesia ose vdekja e nje anetari te Keshillit ose me largimin e anetarit te tille nga Asambleja e Pergjithshme me kerkese te aksionarit i cili e kishte propozuar, aksionari i cili e kishte propozuar kete anetar do te propozoje nje pasues per te sherbyer mandatin e anetarit te larguar brenda 30 (tridhjete) diteve. Anetaret e Keshillit te Administrimit nuk marrin shperblim per sherbimet e tyre si</p>

members.

The first members of the Board of Directors shall be:

1. Mr. Cemşit Baylan, Turkish citizen, born on 2 July 1969, with passport no U9700105;
2. Mr. Timur Karaoğlu, Turkish citizen, born on 19 August 1976, with passport no U 06955693;
3. Mr. Aziz Çağlar Erdoğan, turkish citizen, born on 12 October 1976, with passport no. U06129375;
4. Mr. Durim Shehu, Albania citizen, born on 27/12/1964, in Tirane, with personal no. G41227080C;
5. Mr. Handi Mero, Albania citizen, born on 11 April 1991, with personal no. J10411086U.

3.2 Each Party shall be freely entitled, from time to time, to ask the General Assembly to remove its proposed member(s), and/or to appoint another member of the Board in place of any of its removed member(s) on the Board of Directors. Each member of the Board may also be reelected. Upon such request by a Party, the other Party shall vote in favor of any resolution and take all necessary actions regarding such removal and/or appointment.

3.3 The Board shall meet at least four times per year every 3 months of the year, unless Laws require additional meetings and such meetings shall be held at the Company

anetare te Keshillit.

Anetaret e pare te Keshillit te Administrimit te Shoqerise do te jete:

1. Z. Cemşit Baylan, shtetas turk, lindur me 2 korrik 1969, me pasaporte nr. U9700105;
2. Z. Timur Karaoğlu, shtetas turk, lindur me 19 gusht 1976, me pasaporte nr. U 06955693;
3. Z. Aziz Çağlar Erdoğan, shtetas turk, lindur me 12 tetor 1976, me pasaporte nr. U06129375;
4. Z. Durim Shehu, shtetas shqiptar lindur me 27/12/1964, in Tirane, me nr. personal. G41227080C;
5. Z. Handi Mero, shtetas shqiptar, lindur me 11 prill 1991, me nr. personal J10411086U.

3.2 Secili aksioner do te jete i lire te kerkoje nga Asambleja e Pergjithshme qe te heqe kandidatet e saj dhe/ose te propozoje nje anetar tjeter te Keshillit te Administrimit ne vend te cilitdo prej kandidatëve te tij te hequr ne Keshillin e Administrimit. Secili anetar i Keshillit mund te rizgjidhet. Mbas nje kerkese te tille nga nje aksioner, aksioneri tjeter do te votoje ne favor te çdo vendimi dhe te marre te gjitha veprimet e nevojshme ne lidhje me heqjen dhe/ose emerimin.

3.3 Keshillit do te mblidhet te pakten kater here ne vit çdo 3 muaj te vitit, perveç nese ligjet kerkojne takime shtese dhe takimet do te mbahen ne seline e Shoqerise ose ne menyre

headquarters, or electronically on the same days and at the same place or as otherwise agreed by the Parties in writing. Any member of the Board shall have the right to send such invitations if the Chairman should fail to do so after having been so requested by a Board member. The meetings of the Board of Directors shall be held within or outside of territory of Albania. The invitations to the Board of Directors' meetings shall be made at least twenty-one (21) days prior to the date fixed for such meeting.

3.4 Each member of the Board shall have the right to cause subjects of his/her choice to be inserted on the agenda of the Board meetings. The Chairman shall send to each member of the Board no later than 15 (fifteen) days before each Board's meeting, a written agenda listing proposed resolutions together with an appropriate background information. No other matters may be discussed without the consent of a member of the Board nominated by Kale.

3.5 A meeting of the Board may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:

- (a) to hear each of the other participating member addressing the meeting; and
- (b) if s/he so wishes, to address all of the other participating members simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether or not in use when the Bylaws were executed) or by a combination of those methods. The members of the Board shall record their proceedings and decisions in written minutes.

3.6 A resolution which is circulated and is signed by all members of the Board entitled to receive a notice of a meeting of

elektronike ne te njejten dite dhe ne te njejtin vend ose sic eshte rene dakord ndryshe nga Palet me shkrim. Çdo anetar i Keshillit ka te drejte te dergoje ftesen nese Kryetari nuk e dergon ftesen pas marrjes se nje kerkese nga nje anetar i Keshillit. Mbledhjet e Keshillit te Administrimit mund te mbahen brenda ose jashte Territorit. Ftesat per mbledhjet e Keshillit te Administrimit do te behen te pakten njezet e nje (21) dite para dates se caktuar per takim.

3.4 Secili anetar i Keshillit ka te drejte te kerkoje perfshirjen e çeshtjeve te zgjedhura nga ai/ajo ne axhenden e mbledhjes se Keshillit. Kryetari i dergon çdo anetari te Keshillit jo me vone se 15 (pesembedhete) dite para takimit te Keshillit, nje rend dite me shkrim ku listohen vendimet e propozuara se bashku me informacionet perkatese. Asnje çeshtje tjeter nuk mund te diskutohet pa pelqimin e nje anetari te Keshillit te propozuar nga Kale.

3.5 Nje mbledhje e Keshillit mund te zhvillohet ne nje konference midis anetareve kur njeri ose disa prej tyre jane ne vende te ndryshme me kusht qe secili anetar qe merr pjese eshte i afte:

- (a) te degjoje secilin nga anetaret e tjere pjesemarres qe po flet ne takim; dhe
- (b) nese deshiron, t'iu flase te gjithë anetareve te tjere qe marrin pjese ne takim njekohesisht, qofte drejtperdrejt, me ane te nje konference telefonike ose me ndonje forme tjeter te pajisjeve te komunikimit (nese jane apo jo ne perdorim kur ky Statut hyri ne fuqi) ose me nje kombinim te ketyre metodave. Anetaret e Keshillit duhet te regjistrojne vendimet e tyre ne procesverbal.

3.6 Nje vendim qe qarkullon dhe nenshkruhet nga te gjithë anetaret e Keshillit qe kane te drejte te marrin njoftim per mbledhje te anetareve te Keshillit do te



the members of the Board shall be deemed valid as if it has been passed at a meeting of the Board of Directors.

3.7 The quorum for valid meetings of the board of directors shall be the presence of at least three (3) Directors. All decisions of the Board shall be valid by the simple majority vote of the members present. In case of a tie vote, the chairman of the meeting shall have a decisive vote. No meeting of the Board shall be held, and no business shall be conducted, or decisions made by the Board unless the aforesaid quorum for holding meeting and passing resolutions are established. Normally, the meeting shall be chaired by the Chairman of the Board, unless he/she is unable to do so, in which case the members of the Board present at the meeting shall appoint a chairman for that meeting.

3.8 In addition to those matters which by Laws are the responsibility of the Board, the Board shall be responsible for deciding upon and implementing the general strategy of the Company and for deciding on any matter which is outside the day to day running of the business.

3.9 Subject to the limitations as provided within the Bylaws or the Laws, the Board may by its resolution(s) allocate and delegate management powers and authorities among its members and to others.

3.10 All resolutions of the Board shall be in both English and Albanian.

3.11 The Shareholders undertake to vote their Shares in the Company, to procure that their board members vote at all times to comply with the terms and provisions of this Article.

3.12 Each member of the Board may disclose to the Party which nominated him/her any information he receives in

konsiderohet i vlefshem sikur te jete miratuar ne nje mbledhje te Keshillit te Administrimit.

3.7 Kuorumi per mbledhjet e vlefshme te Keshillit te Administrimit eshte prania e se paku tre (3) anetareve. Te gjitha vendimet e Keshillit te Administrimit do te jene te vlefshme me shumicen e thjeshte te votave te anetareve te pranishem. Ne rast te votave te barabarta, vota e Kryetarit te mbledhjes eshte vendimtare. Asnje mbledhje e Keshillit te Administrimit nuk do te mbahet dhe asnje veprimtari nuk do te kryhet, ose vendimet e Keshillit nuk do te merren nese nuk vendoset kuorumi i lartpermendur per mbajtjen e mbledhjeve dhe miratimin e vendimeve. Normalisht, takimi kryesohet nga Kryetari i Keshillit, pervecse kur ai/ajo nuk eshte ne gjendje ta beje kete, ne ate rast anetaret e Keshillit te pranishem ne mbledhje emerojne nje kryetar per ate mbledhje.

3.8 Pervec atyre ceshtjeve te cilat sipas ligjeve jane pergjegjesi e Keshillit te Administrimit, Keshilli eshte pergjegjes per te vendosur dhe zbatuar strategjine e pergjithshme te Shoqerise dhe per te vendosur per çdo ceshtje qe eshte jashte aktivitetit te zakonshem te Shoqerise.

3.9 Ne varesi te kufizimeve te parashikuara ne Statut ose ligj, Keshilli mundet me vendim te detajoje dhe delegeje kompetenca dhe autorizime te menaxhimit tek anetaret e tij dhe tek persona te tjere.

3.10 Te gjitha vendimet e Keshillit te Administrimit do te jene ne anglisht dhe ne shqip.

3.11 Aksionaret marrin persiper per te siguruar qe anetaret e Keshillit te emeruar prej tyre te votojne ne çdo kohe ne permbushje te kushteve dhe dispozitat e ketij neni.

3.12 Çdo anetar i Keshillit mund t'i zbuloje aksionarit qe e ka propozuar çdo informacion

connection with or as a result of his/her role as a Member of the Board. Any information received by a Party from a member of the Board shall be treated as confidential information.

3.13 Either Party shall have the right to examine, or to nominate any professional advisors and/or consultants and auditors to examine, the financial statements, the separate books, records and management accounts kept by the Company, copies of the minutes of all Board meetings and of the meetings of any other committees of the Board, inspect the facilities and premises of the Company and to discuss the Business, properties and financial and other conditions of the Company with the management of the Company and the auditor, subject to (i) giving reasonable prior notice both to the Company and the other Party; (ii) any visits, meetings and requested support from the Company, including the Management, taking place at normal business hours; and (iii) without any visits, meetings or requested support interrupting or interfering with the operations of the Company, or having any adverse effects to the business.

Article 8

Management

4.1 The day-to-day operational business of the Company shall be handled by a Managing Director who shall be appointed by the Board, save for the first Managing Director appointed who will be Mr. Durim Shehu son of Faik, born on 27/12/1964, in Tirane, resident in Rruga "Nikolla Nishku Nr.23", Tirane, with personal no. G41227080C. The term for the Managing Director shall be two (2) years with the right to be reappointed. The Board shall also appoint the following positions, from

qe ai/ajo merr ne lidhje me ose si rezultat i rolit te tij/saj si Anetar i Keshillit. Çdo informacion i marre nga nje aksionar nga nje anetar i Keshillit do te trajtohet si informacion konfidencial.

3.13 Secili aksionar ka te drejten te shqyrtoje, ose te emeroje çdo keshilltar profesional dhe/ose konsulent dhe auditor per te ekzaminuar pasqyrat financiare, librat e veçante, regjistrat dhe llogarite e mbajtura nga Shoqeria, kopjet e procesverbaleve te te gjitha mbledhjeve te Keshillit dhe te takimeve te çdo komiteti tjetër te Keshillit, te inspektoje objektet dhe lokalet e Shoqerise dhe te diskutoje mbi biznesin, pronat dhe kushtet financiare dhe kushtet e tjera te Shoqerise me drejtuesit e Shoqerise dhe auditorin, (i) duke dhene njoftim paraprak te arsyeshem si per Shoqerine ashtu edhe per aksionarin tjetër; (ii) çdo vizite, mbledhje dhe mbeshtetje e kerkuar nga Shoqeria, duke perfshire edhe drejtuesit, te kryhet ne oret normale te punes; dhe (iii) pa kerkuar ndonje vizite, mbledhje ose mbeshtetje qe shkakton nderprerjen ose nderhyrjen ne operacionet e Shoqerise, ose qe kane ndonje efekt negativ ne biznes.

Neni 8

Administrimi

4.1 Veprimtaria e zakonshme e Shoqerise do te administrohet nga nje Administrator i cili emerohet nga Keshilli i Administrimit, perveç Administratorit te pare i cili do te jete Z. Durim Shehu, i biri Faikut, i datelindjes 27/12/1964, lindur ne Tirane, dhe banues ne Rruga "Nikolla Nishku Nr.23", Tirane, me nr.personal G41227080C. Afati i emerimit per Administratorin do te jete dy (2) vjet me te drejten per t'u riemeruar. Keshilli gjithashtu do te emeroje keto pozicione, nga kandidatet e

<p>amongst candidates designated by Kale;</p> <p>(a) Chief Financial Officer ("CFO")</p> <p>(b) Chief Executive(s) for sales and marketing, and</p> <p>(c) Chief Executive(s) for production would be local, designated by the Managing Director.</p> <p>4.2 The Shareholders shall undertake to vote in the General Assembly and cause their Board members to vote at Board meetings at all times to comply with the terms of the Bylaws and to cause their respective nominees to be duly appointed in compliance with Laws.</p> <p>4.3 The Managing Director may delegate the powers or duties to the limits allowed by the Bylaws and/or the law.</p> <p>4.4 The Board shall adopt and implement a compliance system to ensure that the Company complies with any trade sanctions or other restrictions applicable to Kale or that could expose the Company or either Shareholder to penalties under any international sanctions, which shall, among other things, include:</p> <p>a) Kale's compliance guidelines;</p> <p>b) screening of customer and suppliers against international sanctions lists and the requirement for the Company to refrain from transactions or dealings with sanctioned Customer or suppliers where such transaction or dealing could expose the Company or any of the Shareholders to penalties under international sanctions; and</p> <p>4.5 The Company will either have an independent set-up and shall have its own purchasing, finance, IT, human resources, logistics, quality and sales departments within</p>	<p>propozuar nga Kale:</p> <p>(a) Menaxheri i Larte Financiar ("MLF")</p> <p>(b) Menaxheri(at) Ekzekutiv per shitje dhe marketing,</p> <p>dhe</p> <p>(c) Menaxheri(at) per prodhimin do te jete vendas, i caktuar nga Administratori .</p> <p>4.2 Aksionaret marrin persiper te votojne ne Asamble dhe t'i bejne anetaret e propozuar nga ata ne Keshillin e Administrimit te votojne ne mbledhjet e Keshillit ne çdo kohe per te respektuar kushtet e Statutit dhe per te emeruar kandidatet e tyre perkates ne pajtim me ligjin.</p> <p>4.3 Administratori mund t'i delegeje kompetencat apo detyrat e tij brenda kufijve te lejuar nga Statuti dhe/ose ligji .</p> <p>4.4 Keshilli do te miratoje dhe te zbatoje nje sistem te perputhshmerise per te siguruar se Shoqeria nuk shkel ndonje nga sanksionet tregtare ose kufizimet e tjera te aplikueshme per Kale ose qe mund te ekspozoje Shoqerise apo secilin Aksionar ndaj denimeve ne baze te sanksioneve nderkombetare, te cilet, nder te tjera, perfshijne:</p> <p>a) Udhezimet e pajtueshmerise te Kale;</p> <p>b) ekzaminimin e konsumatoreve dhe furnizuesve kunder listave te sanksioneve nderkombetare dhe kerkesen qe Shoqeria te mos realizoje transaksione ose marredhenie me klientin apo furnitoret e sanksionuar, ku transaksioni ose shitja e suksesshme mund te ekspozoje Shoqerine ose ndonje Aksionar ndaj denimeve sipas sanksioneve nderkombetare; dhe</p> <p>4.5 Shoqeria ose do te kete nje strukture te pavarur dhe do te kete departamentet e blerjes, finances, IT, burimet njerezore, logjistiken, cilesine dhe shitjes brenda fushes se veprimtarise dhe/ose Shoqeria do te marre</p>
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the scope of the Business and/or the Company will purchase such services from either Shareholder or third parties.

4.6 The Shareholders agree that **Kale** shall have the right to second certain expatriate staff, including the General Manager/CEO, to the Company ("**Seconded Staff**"). The costs (including but not limited to salary, housing, taxes, allowances and the like) of such Seconded Staff shall be paid by the Company subject to the limits set forth under the Business Plan approved by the Shareholders.

4.7 All financial instruments and legal documents creating an obligation for the Company shall be signed according to the signature circular of the Company.

To the extent any of the foregoing requires the approval of the Board, such approval shall be obtained in advance of any signature of financial instruments and/or legal obligations.

sherbime të tilla nga secili nga Aksionaret ose paleve të treta.

4.6 Palet bien dakord që **Kale** do të ketë të drejten e delegimit të stafit, duke përfshirë edhe Drejtorin e Përgjithshëm/CEO, tek Shoqëria ("**Staf i deleguar**"). Shpenzimet (duke përfshirë por pa u kufizuar në paga, strehim, taksa, pagesa dhe të ngjashme) të Stafit të tillë do të paguhen nga Shoqëria, në varesi të limiteve të përcaktuara në Planin e Biznesit të miratuar nga Aksionaret.

4.7 Të gjitha instrumentet financiare dhe dokumentet ligjore që krijohen një detyrim për Shoqërinë nënkruhen në përputhje me rregulloren e firmave të autorizuar të miratuar të Shoqërisë.

Nesë ndonjë nga veprimet e mësipërme kërkon miratimin e Këshillit, një aprovim i tillë do të merret përpara çdo nënkrimi të instrumenteve financiare dhe / ose detyrimeve ligjore.

Article 9

Notices

Whenever, under the provisions of law, or of the Articles of Incorporation of the Company or these bylaws, written notice is required to be given to any director or shareholder, with respect to legal matters shall be delivered by registered mail and facsimile, if addressed to Kale, to:

Kale

Attention: Mr. Altuğ Akbaş

Address: Firüzköy Mahallesi, Firuzköy Bulvarı No:188 /1 Avcılar / İSTANBUL

Fax No: +90 212 690 7393

Email address: altugakbas@kale.com.tr

And,

Neni 9

Njoftimet

Kurdo që, sipas dispozitave të ligjit, ose të Aktit të themelimit të Shoqërisë ose të ketij Statuti, njoftimi në lidhje me çështjet ligjore kërkohej që t'i jepet me shkrim drejtorit ose aksionarit, dhe duhet të dorëzohet me postë rekomandë dhe faks, nëse i është drejtuar Kale:

Kale

Në vëmendje të: Z. Altuğ Akbaş

Adresa: Firüzköy Mahallesi, Firuzköy Bulvarı Nr: 188/1 Avcılar / İSTANBUL

Nr faksi: +90 212 690 7393

Adresa e emailit: altugakbas@kale.com.tr

dhe,

nëse i drejtohet DSG-se :



<p>if addressed to DSG:</p> <p>DSG</p> <p>Attention: Mr. Durim Shehu</p> <p>Address: Rruga "Xhanfise Keko" Nd. 168 H.1 Zip code 1005 Tirane, Albania</p> <p>Fax No.: +355 042 377 773</p> <p>Email address: durim.shehu@neon.al</p> <p>All communications and notices to be given under the Bylaws with respect to other matters shall be delivered by registered mail to the addresses designated by the Shareholders in writing.</p>	<p>DSG</p> <p>Ne vemendje te: Z. Durim Shehu</p> <p>Adresa: Rruga "Xhanfise Keko" Nd. 168 H.1 Kodi Postar 1005 Tirane , Shqiperi</p> <p>Nr faksi: +355 042 377 773</p> <p>Adresa e emailit: durim.shehu@neon.al</p> <p>Te gjitha komunikimet dhe njoftimet qe do te jepen ne baze te Statutit ne lidhje me ceshtje te tjera do te dergohen me poste rekomande ne adresat e caktuara nga Aksionaret me shkrim.</p>
<p style="text-align: center;">Article 10</p> <p style="text-align: center;">Encumbrances over shares</p> <p>10.1 No Shareholder shall, except with prior written consent of the other Shareholder:</p> <ul style="list-style-type: none">a) pledge, mortgage, charge or otherwise permit or cause the encumbrance of any share or any interest of any share;b) grant an option over any share or any interest in any share;c) enter into any agreement in respect of the votes attached to any share; ord) sell and/or transfer its shares in the Company other than in accordance with the Bylaws. <p>10.2 The Shareholders agree not to sell their shares to any third party for 3 (three) years starting from the establishment of the Company (Lock-in Period).</p> <p>10.3 After this Lock-in Period, each of the Shareholders ("Selling Shareholder") may Transfer all or part of its Shares in the Company (the "Offered Shares") in</p>	<p style="text-align: center;">Neni 10</p> <p style="text-align: center;">Peng mbi aksione</p> <p>10.1 Asnje Aksionar, pervec me pelqimin paraprak me shkrim te Aksionerit tjetër nuk do te:</p> <ul style="list-style-type: none">a) lere peng, hipotekoje, ngarkoje me barre ose te vendose çfaredo pengu mbi ndonje nga aksionet ose te drejtave qe rrjedhin nga aksionet;b) jepi te drejten e parablerjes per ndonje Aksion ose interes per Aksion;c) te hyje ne ndonje marreveshje ne lidhje me votat qe rrjedhin nga Aksionet; osed) shesin dhe/ose Transferoje Aksionet e tij ne Shoqeri ne nje menyre te ndryshme nga Statuti. <p>10.2 Aksionaret bien dakord te mos i shesin aksionet e tyre ndonje pale te trete per 3 (tre) vjet duke filluar nga themelimi i Shoqerise (periudhe-mbyllje).</p> <p>10.3 Pas kesaj periudhe-mbyllje, secila nga Aksionaret ("Aksionari Shites") mund te transferoje te gjitha ose nje pjese te aksioneve te saj ne Shoqeri ("Aksionet e Oferta") ne</p>

accordance with the following provisions:

a) The Selling Shareholder proposing to Transfer all of its shares to a third party shall give written notice ("Notice of Sale") to other Shareholder through the Chairman of the Board stating the name of the proposed transferee(s), the proposed price per share ("Purchase Price") and all other details of the proposed Transfer.

b) The other Shareholder shall, within ninety (90) days of the service of the said Notice of Sale, have the right to either purchase all the Offered Shares at the Purchase Price or refuse or otherwise fail to exercise the right to purchase all the said shares.

10.4 In the event of any disagreement as to the value of the Shares being sold or in case of a proposed Transfer, which is not a bona fide arm's length sale, the Purchase Price shall be determined by an Auditing Firm to be appointed jointly by the Shareholders. If the Shareholders fail to agree on the Auditing Firm, the Swiss branch of the International Federation of Accountants shall be requested to appoint such Auditing Firm. The opinion of the Auditing Firm as to the Purchase Price shall be based on a generally accepted valuation method being in common use at the time of appointment of the Auditing Firm and shall be the fair market value and result in a reasonable, arm's length price on the basis of a willing buyer and a willing seller of the relevant Shares. The cost of the opinion of the Auditing Firm shall be borne by the Shareholder whose value of the Shares differs the most with that valuation provided by the Auditing Firm. The decision of the Auditing Firm as to the value of the Offered Shares shall be final and binding.

10.5 If the other Shareholder does not

perputhje me dispozitat e meposhtme:

a) Aksionari Shites qe propozon te transferoje te gjitha aksionet e tij tek nje pale e trete duhet te njoftoje me shkrim ("Njoftim per Shitje") Aksionarit tjetër permes Kryetarit te Keshillit duke permendur emrin e bleresit te propozuar, çmimin e propozuar per ("Çmimi i Blerjes") dhe te gjitha detajet e tjera te Transferimit te propozuar .

b) Aksionari tjetër, brenda nentëdhjete (90) diteve nga shërbimi i Njoftimit per Shitje, ka te drejten te bleje te gjitha aksionet e ofruara me çmimin e blerjes ose te refuzoje ose ndryshe te mos ushtroje te drejten per te blere te gjitha aksionet e permendura .

10.4 Ne rast te ndonje mosmarreshjeje ne lidhje me vleren e aksioneve qe shiten ose ne rast te nje transferimi te propozuar, qe nuk eshte nje shitje ne mirebesim, çmimi i blerjes percaktohet nga nje firme auditimi qe do te caktohet bashkarisht nga Aksionaret. Nese aksionaret deshtojne te bien dakord mbi firmen e auditimit, dega zvicerane e Federates Nderkombetare te Kontabilistëve do t'i kerkohet te emeruje nje firme te tille audituese. Opinioni i firmes audituese lidhur me çmimin e blerjes do te bazohet ne nje metode vleresimi te pranuar pergjithesisht ne perdorim te perbashket ne kohen e emerimit te firmes audituese dhe do te jete vlera e drejte e tregut dhe do te rezultojte ne nje çmim te arsyeshem te tregut ne baze te nje bleresi te gatshem dhe nje shitesi te gatshem te aksioneve perkatese. Shpenzimet e opinionit te firmes audituese mbulohen nga Aksionari, vleresimi i te cilit per Aksionin ndryshon me se shumti me ate vleresimin e siguruar nga Firma e Auditimit. Vendimi i Firmes se Auditimit ne lidhje me vleren e Aksioneve te ofertes do te jete perfundimtar dhe detyrues.

10.5 Nese Aksionari tjetër nuk ushtron te drejten e permendur me siper, te gjitha, dhe jo

exercise its aforesaid right, all but not less than all of the Offered Shares may at any time during the next thirty (30) days be Transferred to the proposed transferee on the terms stated in the Notice of Sale or to such other transferee on the terms as stated in the Notice of Sale given to the other Shareholder or on terms that are otherwise more stringent on the transferee as the Selling Shareholder sees fit, provided that (a) the transferee shall – as reasonably determined by the other party (whichever is a non-selling Shareholder) – not be a competitor of Kale, the Company or any of the Shareholders, and (b) unless Kale has given its prior written consent, the transferee shall not be a Sanctioned Person; and on condition that the transferee shall agree with the remaining Shareholder(s) in writing to be bound by the terms of the Bylaws, all resolutions of the General Assembly and any continuing arrangements agreed between the Shareholders and/or between the Company and the Shareholders. "Competitor" for the purposes of this Article shall mean any third party that competes with the Business of the Company or the business as then conducted by Kale, which by way of example includes selling, assembling and producing the Products.

10.6 Any Shares issued by capital increase shall be offered by the Company exclusively to the Shareholders.

10.7 The Shareholders shall have the preferential right to subscribe to the Shares in proportion to their then respective Shareholding in the Company.

10.8 If any of the Shareholders fails or refuses to accept such offer in whole or in part, then the other Shareholder(s) shall be entitled to subscribe to these Shares.

me pak se te gjitha Aksionet e Ofruara, mund te transferohen ne çdo kohe gjate 30 diteve te ardhshme ne transferen e propozuar sipas kushteve te percaktuara ne Njoftimin e Shitjes ose te transferuari tjetër te tille ne kushtet siç thuhet ne Njoftimin per Shitje dhene Aksionarit tjetër ose ne kushte qe jane me te rrepta mbi marresin e aksionareve, me kusht qe (a) i transferuari do – sipas percaktimeve te arsyeshme nga pala tjetër (cilidoo qe eshte aksioneri jo-shites) - te mos jete nje konkurrent i Kale, Shoqerise ose ndonje prej Aksionareve dhe (b) perveç nese Kale ka dhene pelqimin paraprak me shkrim, i transferuari nuk do te jete Person i Sanksionuar ; dhe me kusht qe transferuesi te bjere dakord me Aksionerin (et) e mbetur me shkrim per te pranuar kushtet e Statutit, te gjitha rezolutat e Asamblese se Pergjithshme dhe çdo marreveshje e vazhdueshme rene dakord midis aksionareve dhe/ose mes Shoqerise dhe aksionareve. "Konkurrent" per qellimet e ketij neni do te jete çdo pale e trete qe konkuron me Biznesin e Shoqerise ose biznesin e zhvilluar nga Kale, e cila pershembull perfshin shitjen, montimin dhe prodhimin e Produkteve.

10.6 Çdo aksion i emetuar nga rritja e kapitalit do te ofrohet nga Shoqeria ekskluzivisht ndaj aksionareve.

10.7 Aksionaret kane te drejten preferenciale per te nenshkruar Aksionet ne perpjesetim me aksionet e tyre perkatese ne Shoqeri.

10.8 Nese ndonje nga aksionaret deshton ose refuzon te pranoje nje oferte te tille teresisht ose pjeserisht, atehere aksioneret tjere do te kene te drejte te nenshkruajne keto aksione .



<p align="center">Article 11</p> <p align="center">Miscellaneous</p>	<p align="center">Neni 11</p> <p align="center">Te ndryshme</p>
<p>11.1 Dividends</p> <p>The profits of the Company shall be distributed among the Shareholders in proportion to their respective Company shareholdings minus any statutory reserves.</p> <p>All shares are to rank equally for dividends.</p>	<p>11.1 Dividentet</p> <p>Fitimet e Shoqerise do te shperndahen midis Aksionareve ne proporcion me aksionet e tyre perkatese te Shoqerise minus çdo rezerve statutore.</p> <p>Te gjitha aksionet jane te barabarta per dividentin.</p>
<p>11.2 Corporate Seal</p> <p>The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the company, the year of its organization and the word "Albania." The seal may be altered from time to time by the Board of Directors.</p>	<p>11.2 Vula e Shoqerise</p> <p>Keshilli i Administrimit, me vendim, mund te miratoje nje vule te shoqerise. Vula e shoqerise duhet te kete te gdhendur emrin e Shoqerise, vitin e organizimit te saj dhe fjalen "Shqiperi". Vula mund te ndryshohet here pas here nga Keshilli i Administrimit.</p>
<p>7.3 Execution of Corporate Contracts and Instruments</p> <p>The Board of Directors, except as otherwise provided in these bylaws, may authorize the Managing Director, to enter into any contract or execute any instrument in the name of and on behalf of the company; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no Executive Director, agent or employee shall have any power or authority to bind the company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount other than for the transactions in the ordinary course of business of the company and within the limit set forth in the Companies Law.</p>	<p>7.3 Ekzekutimi i Kontratave dhe Instrumenteve te Korporatave</p> <p>Keshilli i Administrimit, pervec kur parashikohet ndryshe ne kete Statut, mund te autorizoj Administratorin, per te hyre ne ndonje kontrate ose ekzekutoje çdo instrument financiar ne emer dhe per llogari te Shoqerise; autoriteti i tille mund te jete i pergjithshem ose i kufizuar ne raste specifike. Pervecse kur autorizohet ose me vendim nga Keshilli ose brenda autoritetit te perfaqesimit te nje punonjesi, Administratori, agjenti ose punonjesi nuk do te kete asnje fuqi ose autoritet per te lidhur me ndonje kontrate ose angazhim per Shoqerine ose per te marre kredi ose per te percaktuar pergjegjesine per çdo qellim ose per çdo shume tjeter pervecse per transakcionet ne veprimtarine e zakonshme te biznesit te Shoqerise dhe brenda kufijve te percaktuar ne Ligjin Tregtar.</p>
<p>7.4 Auditor</p> <p>Mr. Avni Tobli is appointed as auditor of the company for a term of 1 year.</p>	<p>7.4 Eksperti kontabel</p> <p>Ekspert kontabel per nje periudhe 1 vjecare emerohet Z. Avni Tobli.</p>

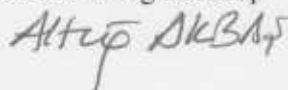
<p align="center">Article 12 Amendments</p>	<p align="center">Neni 12 Ndryshimet</p>
<p>These bylaws may be altered, amended or repealed or new bylaws may be adopted by the shareholders pursuant to the applicable provisions of these bylaws and the Articles of Incorporation of the Company.</p>	<p>Ky Statut mund te ndryshohet, amendohen ose shfuqizohen ose nje statut i ri mund te miratohet nga aksionaret sipas dispozitave te zbatueshme te ketij statuti dhe Akti i themelimit te Shoqerise.</p>
<p>In case of any inconsistency between English and Albanian version of these Bylaws the stipulations under the English version shall prevail.</p>	<p>Ne rast te ndonje mosperputhje mes versionit te gjuhes angleze dhe versionit ne gjuhen shqipe te Aktit te themelimit dhe Statutia do te mbizoteroje versionin ne gjuhen angleze.</p>
<p>IN WITNESS WHEREOF, the undersigned have hereunto set their hand on this 17 day of May 2019.</p>	<p>NE DESHMI TE KESAJ, palet nenshkruan kete akt me 17 maj 2019.</p>

Kalekim Kimyevi Maddeler Sanayi ve Ticaret A.Ş.



NENSHKRUESI / SIGNED BY:

Z. / Mr. Altuğ AKBAŞ



KALEKİM KİMYEVİ MADDELER
SANAYİ VE TİCARET A.Ş.
Büyük Mükellefler V.D.- 4910024955
Mersis: 0491002495800013

DSG Sh.p.k.



NENSHKRUESI / SIGNED BY:

Z. / Mr. Akrena Shehu







VERTETIM NENSHKRIMI

Sot, me daten 17.05.2019, para meje noteres Valbona Selimi, anetare e Dhomes se Notereve Tirane, me zyre noteriale ne Rr. Hoxha Tahsim, Godina nr.292, kati i l-re, Tirane, u paraqit personalisht:

- Znj. Akrena Shehu, e bija e Agimit, e datelindjes 21/01/1974, lindur ne Tirane, e identifikuar me leternjoftim me nr. personal H45121130M;
- Z. Altuğ AKBAŞ, shtetas turk, lindur me 17 gusht 1969, me pasaporte nr. U16074166,

per identitetin e te cilit u sigurova mbi bazen e leternjoftimit personal, i cili nenshkruan personalisht perpara meje noteres aktin e themelimit dhe statutin e shoqerise "Kalekim Neon" sh.a. bashkelidhur ketij vertetimi.

Ky vertetim leshohet nga une noterja ne baze te ligjit 'Per noterine' dhe udhezimit nr.7203 date 16.09.2009, te Ministrit te Drejtesise.

* * *

AUTHENTICATION OF SIGNATURE

On this day of 17 May 2019, before me the notary Valbona Selimi with office at "Hoxha Tahsim" Str., building no. 292, Tirana, Albania appeared personally:

- Ms. Akrena Shehu, daughter of Agimit, born on 21/01/1974, in Tirane, with ID with personal no. H45121130M;
- Mr. Altuğ AKBAŞ, Turkish citizen, born on 17 August 1969, with passport no. U16074166,

of the identity of whom I the notary am certain, who personally signed in my presence the constitution deed and articles of association of "Kalekim Neon" sh.a., attached to this certification.

This certification is issued on the basis of Art. 39/s and 65 of the Law "On the notary", and instruction no. 7203 dated 16.09.2009 of the Minister of Justice.



VALBONA SELIMI
NOTER / PUBLIC NOTARY