ARTICLES OF ASSOCIATION

OF THE LIMITED LIABILITY COMPANY

NEXTZEN CORPORATION SHPK

Based on the Law no. 9901 dated 14.04.2008 "On traders and trading companies", with his free and full will expressed by signing this Articles of Association, the Sole Shareholder of the company **"NextZen Corporation"** Shpk:

Mr. **Md Tanvir Ahamed,** a Bengal national, born on April 14,1994 in Munshiganj, Bangladesh, residing in Bangladesh, at the address Bashgaon, - Gazaria, -1510, Munshiganj, holder of passport number **A00380096,** in her capacity as the Sole Shareholder of the Company.

compilates this Articles of Association with the following content:

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**Article 1**

NAME OF THE COMPANY

The limited liability company is named **"NextZen Corporation"** Shpk.

The limited liability company will be registered with the National Business Center ("NBC") under the name **"NextZen Corporation"** (hereinafter **"the Company"**).

**Article 2**

HEADQUARTERS OF THE COMPANY

The company **"NextZen Corporation"** has its legal headquarters at the address: **Lagja "Muradie", apartamenti nr.17, kati i dytë, Vlora, Albania.**

The General Assembly of Shareholders and/or the administrative body may decide on the transfer of the Company's headquarters, or the establishment or closure of branches and/or representative offices or administrative offices within the territory of the Republic of Albania and/or abroad.

**Article 3**

DURATION OF THE COMPANY

The duration of the Company starts from the moment of its registration with the NBC for an indefinite duration.

The company acquires legal personality from the moment of registration in the NBC.

**Article 4**

OBJECT OF THE COMPANY

A. The company operates across a diverse range of sectors, providing services and products that cater to both individuals and businesses. These include travel agency services, employment agency assistance, import-export operations, coffee bars, restaurants, reconstruction, hotels and hostels, transportation, real estate, legal consultancy, translation and notarization services, visa applications, delivery services, tourist agency operations, car wash and car rental services, agricultural farming, bakeries, and labor market mediation both locally and internationally. Additionally, the company is involved in the production, trading, and distribution of clothing and accessories, including work uniforms, customized apparel, ceremonial outfits, and fashion collections, with retail and wholesale collaborations for local and international markets.

B. In the food and beverage sector, the company manages and operates restaurants, cafés, and bars, and provides catering services for events. It emphasizes creating unique gastronomic experiences by blending tradition with innovation and offers training programs for service industry personnel. The company also supplies various products, including construction materials, technological equipment, and office furniture, catering to market demands and acting as an intermediary for businesses seeking reliable suppliers.

C. Moreover, the company offers professional consultancy services for business development, organizes training to enhance staff capabilities, and implements projects for social and environmental purposes. These activities reflect its commitment to innovation, quality, and client-focused solutions across multiple economic sectors.

**Article 5**

CAPITAL OF THE COMPANY

5.1. The initial capital of the Company is **Euro 500** (at the official exchange rate of the Bank of Albania on the date of signing, **98.22, Euro 500**, will be converted into **ALL 49,110**), and consists of 1 (one) quota which is owned from the Sole Shareholder. The initial capital of the Company can be increased or reduced and is fully liquidable and subscribeable.

5.2 The capital of the company can be increased at any time by a decision of the General Assembly approved by an absolute majority of the capital of the company.

In the event of a capital increase, all Shareholders will have the right to sign the capital increase in proportion to the quota they own, in the manner provided by the General Assembly.

Whenever one or more Shareholders waive completely or partially the right to sign for the respective capital increase or who do not exercise this right under the conditions and in the manner defined in the decision of the General Assembly, the capital increase remaining intact will be offered as an opportunity to other Shareholders in proportion to the capital they own. A possible increase of the capital quotas not signed by the other Shareholders may be offered to interested third parties, unless otherwise provided by the decision of the General Assembly. Third parties interested in the purchase of shares in the company's capital must be with the consent of the Shareholders and therefore their purchase proposal must be approved by the General Assembly with the positive vote of the Shareholders representing the absolute majority of the company's capital. In case of a partial subscription of the capital, it will be considered in all cases in increments for the part subscribed by the Shareholders.

5.3. The company can reduce the capital after a decision of the General Assembly approved by the positive vote of the Shareholders representing the absolute majority of the company's capital. In any case, the capital will not be reduced below the minimum required by the law.

The capital reduction is reimbursed to each Shareholder in proportion to the share held in the Company.

5.4. The company's capital consists of its initial capital, movable and immovable assets and other assets considered or to be considered necessary for the development of the Company's activity.

5.5. The capital quotas are paid to the bank by the Shareholders, to the current account in the name of the Company.

5.6. The initial capital is fully deposited by the sole Shareholder of the Company.

5.7. The Sole Shareholder has the right to withdraw the funds deposited as the initial capital of the Company, in the event that the Company is not registered with the NBC within 6 (six) months from the date of deposit of the funds.

**Article 6**

TRANSFER OF QUOTAS

The transfer of participations by act between the living are subject to the following rules.

By "participation" is meant the participation in the capital of the company that belongs to each Shareholder, or its part in case of partial transfer and/or even subscription rights that belong to them.

By "transfer by act between the living" are meant all actions of alienation, in the broadest sense of the term, i.e. beyond sale, simply as an example and without limitation, contracts of exchange, giving and donation.

In all cases where the nature of the alienation does not provide for a payment or the reward is different from money, the Shareholders will receive the participation by paying the provider the amount determined by mutual agreement; in the absence of agreement, the parties may refer to the arbitrator, as specified below.

The transfer to a fiduciary company or re-registration from the same (with the presentation of the fiduciary receipt) to the current owners is not subject to the provisions of this article.

In the case of a transfer carried out without complying with the following, the buyer will not have the right to be registered in the register of Shareholders, will not have the right to exercise the right of voting and other administrative rights and cannot dispose of participation with effect towards the company.

Participations are freely transferable between members.

In any other case of transfer of shares, Shareholders regularly registered in the book of Shareholders have the right of pre-emption for the purchase.

Therefore, the Shareholder who intends to sell or otherwise transfer his participation, must notify all Shareholders resulting in the book of Shareholders through a registered letter with acknowledgment of receipt sent to the residence of each of those resulting in the register ; the communication must contain the generalities of the transferor and the terms of the assignment.

Recipients of the communications mentioned above must exercise the right of pre-emption for the purchase of the participation to which the communication refers by sending to the bidder a statement of the exercise of pre-emption by registered letter with return receipt notification within 30 (thirty) days from the date of receipt of the pre-emption offer.

In the hypothesis of the exercise of the right of pre-emption by more than one Shareholder, the Shareholder will be offered to said Shareholders in proportion to the nominal value of the quota held by each of them.

If any of those who have the right of pre-emption cannot or does not want to exercise it, the right increases automatically and proportionally in favor of those Shareholders who, conversely, intend to take it and have not given it up expressly from the act of exercising the pre-emption right that belongs to them.

The pre-emption must be exercised for the price indicated by the bidder.

If the requested price is considered excessive by any of the Shareholders that has manifested in the terms and in the forms on the will to exercise the pre-emption rights, the sale price will be determined by the parties by mutual agreement.

If no agreement is reached, the price will be determined by an expert appointed by the Administrative Body after approval by the General Assembly with the favorable vote of the majority of members representing the absolute majority of the capital.

If pre-emption is not exercised under the aforementioned conditions for the entire participation offered, the offering Shareholder, if it does not intend to accept the exercise of the right of pre-emption limited to a part of the participation, will be free to transfer the entire participation to the indicated buyer in the communication within 30 (thirty) days from the date of acceptance of the communication by the Shareholders, or, if the exercise of pre-emption for the part of the participation is accepted, may within the same period transfer this part of the participation to the Shareholder who has exercised the right to pre-emption, in the conditions to be agreed with the same.

**Article 7**

PROFITS OF THE COMPANY

The profits of the Company belong to its sole Shareholder.

The assembly decides according to the law on their distribution or re-circulation, also determining the methods.

**Article 8**

The company will use and dispose of its accumulated assets. It can purchase and use other rights, material or non-material, including the right to sell the accumulated assets to third parties. In the Republic of Albania, the Company enjoys the same rights as any other

Albanian or foreign legal entity, according to the legislation in force.

**Article 9**

The company operates in the regime of private property and assumes rights and obligations only within the limit of its capital. The Shareholders bear the risk of the company's activity, only at the level of the capital invested in it.

**Article 10**

MANAGEMENT AND ADMINISTRATION OF THE COMPANY

The duties and competencies of the Shareholders gathered in the General Assembly include all those that are provided and regulated by the law, as well as listed in this Articles of Association. These duties include:

1. amendment of the act of establishment of the Articles of Association;
2. increasing or reducing the capital of the company;
3. approval of the annual budget, administration reports, inventory, balance sheet and annual accounts;
4. the appointment and dismissal of administrators, whether Shareholders or not, and the definition of their duties and competencies, determining that both for the appointment and for the dismissal it will not be necessary to give the motive expressly;
5. approving loans and providing guarantees;
6. disbursement of loans to Shareholders of a value over ALL 25,000,000;
7. taking loans for working capital at a value above ALL 25,000,000;
8. making investments worth over ALL 12,000,000, signing passive contracts through which the company assumes obligations with values over ALL 6,000,000;
9. acquisition of participations, of companies and branches of companies, and operations of transformation of companies, merger, division, absorption;
10. the decision related to the establishment or closure of branches, representative offices or agencies of the Company;
11. the decision on the reorganization and termination of the Company;
12. the decision to hire employees, to appoint and dismiss liquidators and authorized accounting experts or other consultants, whether physical or legal entities who cost the company more than ALL 1,000,000 per year;
13. the decision on the division of quotas and their cancellation;
14. the decision on granting or revoking the powers of representation of the Company;
15. decisions on other matters provided for by the law or by the Articles of Association;

16. making any other decision that has not been delegated to any other body.

**Article 11**

GENERAL ASSEMBLY

11.1. The General Assembly meets at least once a year.

11.2. The General Assembly is summoned through a notice sent by the administrator to the Shareholders, or via e-mail as well, to the addresses expressly stated by the Shareholders. The electronic email addresses of the Shareholders are registered in the database of the Company by the administrative body.

11.3. The notice for the meeting of the assembly must contain the place, date, time of the meeting and the agenda and must be sent to everyone no later than 7 (seven) days before the scheduled date for the meeting of the assembly; in case of emergency, the period of 7 (seven) days can be reduced to 3 (three) days.

11.4. When the General Assembly has not been convened according to the aforementioned modality, it may take valid decisions only if all the Shareholders, by unanimity, agree to take these decisions, regardless of the lack of regular notification.

11.5. The decisions of the General Assembly are taken in the form of written decisions. All decisions of the Assembly must be recorded in the minutes. The minutes must contain the date, the place, the agenda, the name of the Chairman of the meeting and the Secretary who keeps the minutes, as well as the result of the vote and must be signed by the Chairman and the Secretary. The list of attendees and the summons are attached to the minutes. The Chairman will be the Sole Administrator or the Chairman of the Council of Administration. The secretary of the minutes can also be a third person, who is not a Shareholder or employee of the Company, provided that he is elected by the General Assembly with the majority of votes representing the absolute majority of the company's capital. The request to pass a Shareholders' resolution by voting in writing may be made by the Administrator as well as by any Shareholder of the company.

11.6. Participation or voting in the General Assembly can also be done through electronic means. The minutes of decisions must be submitted to the administration body, which records it in the register of decisions, which will be kept at the legal headquarters of the Company under the care of the administrator.

11.7. The General Assembly can also be convened outside the territory of the Republic of Albania.

In this case, the decisions of the general assembly taken outside the territory of the Republic of Albania will be subject to the procedures provided by the Albanian law for the recognition of foreign documents in Albania and must be in accordance with the provisions of this Articles of Association as far as it belongs to the quorum and the majority in making decisions.

11.8 The General Assembly, unless otherwise provided in this Articles of Association for some specific decisions, decides with the affirmative vote of the majority of Shareholders representing the absolute majority of the company's capital.

**Article 12**

ADMINISTRATIVE BODY

By administration body is meant the Sole Administrator, or the Chairman of the Administration Council.

The company can be administered, alternatively, by decision of the General Assembly, by appointment:

a) by a single Administrator;

b) by a Administrative Council consisting of two or more members, according to the number determined by the Shareholders at the time of appointment.

If two or more administrators are appointed, it means that the Administrative Council is established.

Administrators can also be non-Shareholders.

If the Assembly appoints an Administrative Council, the council itself will choose the chairman from among the members.

At the time of the establishment of the company, the administrative body is represented by the sole Administrator, **Mr. Md Tanvir Ahamed, a Bengal national, born on April 14,1994 in Munshiganj, Bangladesh, residing in Bangladesh, at the address Bashgaon,- Gazaria, -1510, Munshiganj, holder of passport number A00380096, in her capacity as the Sole Shareholder of the Company.**

The administration body is appointed by the General Assembly and carries out all the ordinary administration activities of the Company, implementing the commercial policies established by the General Assembly in accordance with the laws of the Republic of Albania,

represents the Company in relations with third parties, with the exception of powers that the law itself or the Articles of Association expressly delegates to the Shareholders.

For matters of special importance, the administrator consults with the Shareholders and adopts the measures decided by the General Assembly with the majorities provided by the law and by the Articles of Association.

The administrator is appointed for 5 years term starting from the date of appointment, with the right of re-appointment if the administrator will be appointed again by the General Assembly.

The General Assembly appoints and revokes the administrator or administrators in office and may appoint other administrators with powers determined according to the legal provisions and by the Articles of Association.

The administrator has the right to resign prematurely, before the end of the term of office, by notification to the General Assembly. The administrator who resigns is obliged to request a meeting of the Assembly for the appointment of a new administrator before the resignation takes effect.

The General Assembly can appoint as Sole Administrator or members of the Board of Administration individuals of any nationality and external to the Company. Each administrator can exercise all the rights of representation and of the subscription as they result in the act of their appointment. Each of them will be individually responsible for fulfilling the functions given by the law for the administration body and will communicate the actions performed by him to the other administrators eventually appointed.

**Article 13**

The administration body and its members are responsible to the company and third parties for violations of the law or Articles of Association norms that may occur during the exercise of the activity, based on the applicable Albanian law.

The administrator/s perform/s the duties defined by this Articles of Association, those resolved by the General Assembly of the Company and all those duties mandatorily foreseen and regulated by the law. These include the duties listed below:

1. To act and sign in the name and on behalf of the Company, representing it.
2. To compile the internal regulations of the Company and a business plan for the financial year, which will be approved at the General Assembly.

3. To take decisions regarding the loans to be taken and the granting of guarantees, after the approval of the General Assembly.
4. To carry out all the activities of the administration of the commercial activity of the Company, applying the commercial, investment and productive policies decided by the General Assembly and to carry out all the activities assigned by the law or the Articles of Association and the General Assembly.
5. To take care of keeping the documents and accounting books of the Company correctly and accurately.
6. To perform the mandatory registrations and send the mandatory data of the company, as provided in the law to the National Business Center.
7. To process and submit for approval to the General Assembly reports on the activity of the Company and the balance of the financial year at the end, according to the deadlines provided by the law;

-To keep regularly and updated the register of decisions of the General Assembly of the Company;

-To pay tax obligations towards the state and state entities;

-To be advised by consultants and experts for the management of the operational, legal and fiscal problems of the Company;

-To administer the Company well.

-To conclude agreements with third parties within the scope of the Company's activity and the powers defined by the Shareholders and by this Articles of Association.

-To implement the internal regulation of the Company.To be rewarded for the work performed according to the agreement with the founding Shareholders.

-To be informed and make proposals for anything that he considers important for the Company.

-To carry out all the financial and banking actions within the limits of the powers given by the General Assembly and by the Articles of Association.

-Administrators have the right and duty to summon the General Assembly, according to the provisions set forth in this Articles of Association and by the law where it is not expressly provided for in the Articles of Association.

-The Administrator is responsible for the direct damages he intentionally or gross negligently has caused to the Company. To the extent any actions of omissions of the Company and/or any of the Shareholders have contributed to any damage, an

Administrator's liability is excluded, save to the extent such damage results from the Administrator's intentional misconduct.

**Article 14**

RIGHTS OF THE COMPANY

The company has the right:

1. to carry out all the activities that make up the object of the Company's activity;
2. to engage in any business and take any measures which it considers necessary or useful in order to foster the object of the company.
3. to secure one's assets;
4. to receive loans in ALL and foreign currency from local or foreign banks based on legal regulations;
5. to benefit from the favors recognized by the Albanian legislation regarding taxes, other state obligations, and others;
6. to invest anywhere in Albania or abroad, with the income it realizes during the exercise of its activity;
7. to hire employees, local or foreign;
8. to freely export the currency it has realized from its profits.

**Article 15**

OBLIGATIONS OF THE COMPANY

The company is obliged:

1. to provide the capital of the company in the right form and time;
2. to provide guarantees for the services performed by the company;
3. to provide for its employees;
4. to pay the fiscal and social obligations it has towards the state, as well as the contractual obligations towards anyone;
5. to be provided with possible permits/authorizations, if required by the law, to implement the object of its activity;
6. to respect the standards and all the rules related to its activity.

**Article 16**

ECONOMIC - FINANCIAL RELATIONS OF THE COMPANY

All the activity of the company to complete the object of its activity is reflected in its economic balance sheet.

**Article 17**

The financial documentation is kept at the headquarters of the company, on the basis of which, by March 31 of each year, the annual balance sheet of the Company is issued.

**Article 18**

The financial year begins each year on January 1 and ends on December 31 of the same year.

**Article 19**

The company maintains its account in the Bank. Accounts are kept in ALL and/or Euro and are reflected in the relevant accounting books.

**Article 20**

From the profits realized during the financial year, the Company, after deducting the losses of the previous year, sets aside 5% of the income, with which the "Necessary Reserve" fund is created, until this fund reaches the amount of 10% of the company's capital.

**Article 21**

SPECIAL PROVISIONS

The company has its own seal of ordinary size, made according to the provisions of the law in force, and may have its own brand. In case of creation of a website, it can be declared voluntarily in the NBC.

**Article 22**

TRANSFORMATION

The transformation of the Company into other types of companies can be done by decision of the General Assembly.

**Article 23**

DISSOLUTION OF THE COMPANY

The company may be dissolved for the reasons provided for in the Article 99 of the Law no. 9901 dated 14.04.2008 "On traders and trading companies" and for the following reasons:

- when the duration provided for in its establishment ends;
- by decision of the general assembly;
- with the initiation of bankruptcy proceedings;
- if it has not carried out commercial activity for two years and the suspension of activity has not been notified in accordance with point 3 of the Article 43 of the Law No. 9723, dated 3.5.2007 "On business registration";
- by court decision;
- loss of company capital;

In these cases, the Shareholders of the company decide on the method of liquidation and appoint one or more liquidators, defining their duties. The administrator and the liquidator are responsible for preserving the assets of the Company until it is handed over to the relevant physical and legal entities, first liquidating the obligations that the company has towards third parties.

In the event that the available funds result to be insufficient for the repayment of the Company's obligations, if they have not yet been done, the liquidator may ask the founding Shareholders of the Company to fully pay the quotas due to them and which have not been paid yet.

**Article 24**

APPLICABLE LAW AND JURISDICTION

For anything that is not expressly provided for in the Articles of Association, reference is made to the provisions of the law in force.

All conflicts that may arise between the Shareholders of the Company, between the Shareholders and the Company, between the Company and the administrator will be submitted for dissolution to the competent court of the Republic of Albania in accordance with the Albanian laws in force.

**Article 25**

This statute is compiled in 2 (two) copies in English and Albanian, regularly signed by the Sole Shareholder.

Signed on **December,** 1**.2024**

SOLE SHAREHOLDER

**MD TANVIR AHAMED**_____

STATUT

I SHOQERISE ME PERGJEGJESI TE KUFIZUAR

NEXTZEN CORPORATION SHPK

Ne baze te Ligjit n. 9901 date 14.04.2008 "Per tregtaret dhe shoqerite tregtare", me vullnetin e tij te lire e te plote te shprehur me nenshkrimin e ketij Statuti, Ortaku i Vetem i shoqerise **"NextZen Corporation"** Shpk:

Z. **Md Tanvir Ahamed**, shtetas bangladeshas, lindur me date 14 Prill 1994, ne Munshiganj, Bangladesh, rezident ne Bangladesh, ne adresen Bashgaon,- Gazaria, -1510, Munshiganj, mbajtes i pasaportes me numer **A00380096**, ne cilesine e Ortakut te Vetem te Shoqerise.

harton kete statut me permbajtjen qe vijon:

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**Neni 1**

EMRI I SHOQERISE

Shoqeria me pergjegjesi te kufizuar eshte emertuar **"NextZen Corporation"** Shpk.

Shoqeria me pergjegjesi te kufizuar do te regjistrohet prane Qendres Kombetare te Biznesit ("QKB") me emrin **"NextZen Corporation"** (ne vijim **"Shoqeria"**).

**Neni 2**

SELIA E SHOQERISE

Shoqeria **"NextZen Corporation"** e ka seline ligjore ne adresen: **Lagja "Muradie", apartamenti nr.17, kati i dytë, Vlorë, Shqipëri.**

Asambleja e Pergjithshme e ortakeve dhe / ose organi administrativ mund te vendose per transferimin e selise se Shoqerise, ose themelimin apo mbylljen e degeve dhe/ose zyrave te perfaqesimit apo zyra administrative brenda territorit te Republikes se Shqiperise dhe / ose jashte saj.

**Neni 3**

KOHEZGJATJA E SHOQERISE

Kohezgjatja e Shoqerise fillon nga momenti i regjistrimit te saj prane QKB per nje kohezgjatje te pacaktuar.

Shoqeria fiton personalitet juridik nga momenti i regjistrimit ne QKB.

**Neni 4**

OBJEKTI I SHOQERISE

Shoqëria operon në një gamë të gjerë sektorësh, duke ofruar shërbime dhe produkte që i shërbejnë si individëve ashtu edhe bizneseve. Këto përfshijnë agjenci udhëtimi, agjenci punësimi, operacione import-eksporti, bare kafeje, restorante, rindërtime, hotele dhe hostele, transport, pasuri të paluajtshme, konsulencë ligjore, përkthim dhe shërbime noterizimi, aplikime për viza, shërbime dorëzimi, agjenci turistike, larje makinash dhe qira makinash, bujqësi, furra buke dhe ndërmjetësim në tregun e punës si brenda ashtu edhe jashtë vendit. Gjithashtu, Shoqëria është e angazhuar në prodhimin, tregtimin dhe shpërndarjen e veshjeve dhe aksesorëve, duke përfshirë uniforma pune, veshje të personalizuara, veshje ceremoniale dhe koleksione mode, me bashkëpunime për tregtinë me pakicë dhe shumicë në tregjet lokale dhe ndërkombëtare.

Në sektorin e ushqimit dhe pijeve, Shoqëria menaxhon dhe operon restorante, kafene dhe bare, si dhe ofron shërbime catering-u për evente. Ajo i kushton rëndësi krijimit të eksperiencave unike gastronomike duke kombinuar traditën me inovacionin dhe ofron programe trajnimi për personelin e industrisë së shërbimit. Shoqëria gjithashtu furnizon produkte të ndryshme, duke përfshirë materiale ndërtimi, pajisje teknologjike dhe mobilie zyre, duke iu përshtatur kërkesave të tregut dhe duke vepruar si ndërmjetëse për biznese që kërkojnë furnitorë të besueshëm.

Për më tepër, Shoqëria ofron shërbime konsulence profesionale për zhvillimin e biznesit, organizon trajnime për të rritur kapacitetet e stafit dhe zbaton projekte për qëllime sociale dhe mjedisore. Këto aktivitete pasqyrojnë përkushtimin e saj ndaj inovacionit, cilësisë dhe zgjidhjeve të orientuara drejt klientit në sektorë të ndryshëm ekonomikë.

**Neni 5**

KAPITALI I SHOQERISE

5.1. Kapitali fillestar i Shoqerise eshte **500 Euro** (sipas kursit zyrtar te Bankes se Shqiperise te dates se nenshkrimit, **98.22, 500 Euro**, konvertohet ne **49,110 Leke**), dhe konsiston ne **1** (nje) kuote e cila zoterohet nga Ortaku i Vetem. Kapitali fillestar i Shoqerise mund te zmadhohet apo zvogelohet dhe eshte teresisht i likuidueshem dhe i nenshkrueshem.

5.2 Kapitali i shoqerise mund te zmadhohet ne çdo kohe me nje vendim te Asamblese se Pergjithshme e miratuar me shumicen absolute te kapitalit te shoqerise.

Ne rast te nje zmadhimi te kapitalit, te gjithe ortaket do te kene te drejten te nenshkruajne zmadhimin e kapitalit ne proporcion me kuoten qe zoterojne, me menyren e parashikuar nga Asambleja e Pergjithshme.

Kurdohere qe nje ose me shume ortake te heqin dore plotesisht ose pjeserisht nga e drejta per te nenshkruar per rritjen e kapitalit perkates ose qe nuk e ushtrojne kete te drejte ne kushtet dhe ne menyren e percaktuar ne rezoluten e Asamblese se Pergjithshme, zmadhimi i kapitalit te mbetur i paprekur do tu ofrohet si mundesi ortakeve te tjere ne menyre proporcionale me kapitalin qe zoterojne. Nje zmadhim i mundshem i kuotave te kapitalit te panenshkruar nga ortaket e tjere do te mund tu ofrohet per te paleve te treta te interesuara, perveç kur parashikohet ndryshe nga vendimi i Asamblese se Pergjithshme. Palet e treta te interesuara ne blerjen e aksioneve ne kapitalin e shoqerise duhet te jene me pelqimin e ortakeve dhe per kete arsye propozimi i tyre i blerjes duhet te jete i miratuar nga Asambleja e Pergjithshme me voten pro te ortakeve qe perfaqesojne maxhorancen absolute te kapitalit te shoqerise. Ne rast te nje nenshkrimi te pjesshem te kapitalit ajo do te konsiderohet ne te gjitha rastet ne rritje per pjesen e nenshkruar nga ortaket.

5.3. Shoqeria mund te zvogeloje kapitalin pas nje vendimi te Asamblese se Pergjithshme te miratuar me voten pro te ortakeve qe perfaqesojne shumicen absolute te kapitalit te shoqerise. Ne çdo rast, kapitali nuk do te reduktohet nen minimumin e kerkuar nga ligji..

Zvogelimi i kapitalit i rimbursohet secilit ortak ne proporcion me pjesen e mbajtur ne Shoqeri.

5.4. Kapitali i shoqerise perbehet nga kapitali fillestar i saj, nga pasurite e luajtshme dhe te paluajtshme dhe nga pasuri te tjera te konsideruara ose qe do te konsiderohen si te nevojshme per zhvillimin e veprimtarise se Shoqerise.

5.5. Kuotat e kapitalit derdhen ne banke nga ortaket, ne llogarine rrjedhese ne emer te Shoqerise.

5.6. Kapitali fillestar eshte nenshkruar teresisht nga ortaku i vetem i Shoqerise.

5.7. Ortaku i Vetem ka te drejten te terheqe fondet e depozituara si kapital fillestar te Shoqerise, ne rastin ne te cilin Shoqeria nuk regjistrohet ne QKB brenda 6 (gjashte) muajsh nga data e depozitimit te fondit.

**Neni 6**

TRANSFERIMI I KUOTAVE

Transferimi i pjesemarrjeve me akt midis te gjalleve jane subjekt i rregullave qe vijojne.

Me "pjesemarrje" nenkuptohet pjesemarrja ne kapitalin e shoqerise qe i takon secilit ortak, apo pjese e saj ne rast te transferimit te pjesshem dhe/ose edhe te drejta nenshkrimi qe i perkasin atyre.

Me "transferim me akt midis te gjalleve" nenkuptohen te gjitha veprimet e tjetersimit, ne kuptimin me te gjere te termit, pra pertej shitjes, thjesht si shembull dhe pa e kufizuar, kontratat e shkembimit, dhenies dhe dhurimit.

Ne te gjitha rastet kur natyra e tjetersimit nuk parashikon nje pagese ose shperblimi eshte i ndryshem nga parate, ortaket do te marrin pjesemarrjen duke i paguar ofruesit shumen e percaktuar me marreveshje te perbashket; ne mungese te marreveshjes, palet mund ti drejtohen arbitrit, siç specifikohet me poshte.

Kalimi te nje shoqeri fiduciare ose ri-regjistrimi nga i njejti (me paraqitjen e mandatit te besimit) tek pronaret aktual nuk i nenshtrohet dispozitave te ketij neni.

Ne rastin e nje transferimi te kryer pa respektuar sa vijon, bleresi nuk do te kete te drejte te regjistrohet ne regjistrin e ortakeve, nuk do te kete te drejten e ushtrimit te votes dhe te te drejtave te tjera administrative dhe nuk mund te disponoje pjesemarrjen me efekt ndaj shoqerise.

Pjesemarrjet jane lirisht te transferueshme midis orokeve.

Ne çdo rast tjeter te transferimit te pjesemarrjeve, ortakeve te regjistruar rregullisht ne librin e ortakeve u takon e drejta e parablerjes per blerjen.

Prandaj, ortaku qe ka per qellim te shese ose ndryshe te transferoje pjesemarrjen e tij, duhet te njoftoje te gjithe ortaket qe rezultojne ne librin e ortakeve nepermjet nje letre rekomande me lajmerim marrje te derguar ne vendbanimin e secilit prej atyre qe rezultojne te shenuar ne regjister; komunikimi duhet te permbaje pergjithesine e transferuesit dhe kushtet e caktimit.

Marresit e komunikimeve te permendura me lart duhet te ushtrojne te drejten e parablerjes per blerjen e pjesemarrjes ne te cilen komunikimi i referohet duke derguar ofertuesit nje deklarate te ushtrimit te parablerjes me leter rekomande me lajmerim marrje kthimi brenda 30 (tridhjete) diteve nga data e pranimit te ofertes se parablerjes.

Ne hipotezen e ushtrimit te se drejtes se parablerjes nga me shume se nje ortak, ortaku do t'u ofrohet ortakeve ne fjale ne perpjesetim me vleren nominale te kuotes qe mbahen nga secili prej tyre.

Nese ndonjeri nga ata qe kane te drejten e parablerjes nuk mund ose nuk deshiron ta ushtroje ate, e drejta per shkak te tij rritet automatikisht dhe proporcionalisht ne favor te atyre ortakeve te cilet, anasjelltas, kane ndermend ta marrin ate dhe nuk e kane hequr dore shprehimisht nga akti i ushtrimit te parablerjes qe u takon atyre.

Parablerja duhet te ushtrohet per çmimin e treguar nga ofertuesi.

Nese çmimi i kerkuar konsiderohet i tepruar nga cilido nga ortaket qe ka manifestuar ne afatet dhe ne format mbi vullnetin per te ushtruar parapagimin, çmimi i shitjes do te percaktohet nga palet me marreveshje te perbashket.

Nese nuk arrihet marreveshje, çmimi do te percaktohet nga nje ekspert i emeruar nga Organi i Administrimit pas miratimit nga Asambleja e Pergjithshme me voten e favorshme te shumices se anetareve qe perfaqesojne shumicen absolute te kapitalit.

Nese parablerja nuk ushtrohet ne kushtet e lartpermendura per te gjithe pjesemarrjen e ofruar, ortaku ofrues, nese nuk synon te pranoje ushtrimin e te drejtes se parablerjes te kufizuar ne nje pjese te pjesemarrjes, do te jete i lire te transferoje pjesemarrjen e plote tek bleresi i treguar ne komunikim brenda 30 (tridhjete) diteve nga data e pranimit te komunikimit nga ortaket, ose, nese pranohet ushtrimi i parablerjes per pjese te pjesemarrjes, mundet brenda te njejtit afat te transferoje kete pjese te pjesemarrjes tek ortaku i cili ka ushtruar te drejten e parablerjes, ne kushtet qe do te pajtohen me te njejten.

**Neni 7**

FITIMET E SHOQERISE

Fitimet e Shoqerise i takojne ortakut te vetem te saj.

Asambleja vendos sipas ligjit per ndarjen ose ri qarkullimin e tyre, duke percaktuar edhe menyrat.

**Neni 8**

Shoqeria do te perdore dhe disponoje pasurine e saj te akumuluar. Ajo mund te bleje dhe te shfrytezoje te drejta te tjera, materiale ose jo materiale, duke perfshire edhe te drejten per shitjen e pasurise se akumuluar tek te tretet. Ne Republiken e Shqiperise, Shoqeria gezon te drejta sikunder çdo person

tjeter juridik shqiptar ose i huaj, sipas legjislacionit ne fuqi.

**Neni 9**

Shoqeria vepron ne regjimin e prones private dhe merr persiper te drejtat e detyrimet vetem brenda kufirit te kapitalit te saj. Ortaket mbartin rrezikun e veprimtarise se shoqerise, vetem ne nivelin e kapitalit te investuar ne te.

**Neni 10**

DREJTIMI DHE ADMINISTRIMI I SHOQERISE

Bejne pjese ne detyrat dhe kompetencat e ortakeve te mbledhur ne Asamblene e Pergjithshme te gjitha ato qe jane parashikuar e rregulluar me ligj, si dhe te listuar ne kete Statut. Nder keto detyra perfshihen:

1. ndryshimi i aktit te themelimit statutit;
2. zmadhimi apo zvogelimi i kapitalit te shoqerise;
3. miratimi i buxhetit vjetor, te raporteve te administrimit, te inventarit, te bilancit dhe llogarive vjetore;
4. emerimi e shkarkimi i administratoreve, qofshin ortake ose jo, dhe percaktimi i detyrave dhe kompetencave te tyre, duke percaktuar se qofte per emerimin ashtu edhe per shkarkimin nuk do te jete e domosdoshme te jepet shprehimisht motivi;
5. miratimi i kredive dhe dhenie e garancive;
6. disbursimi i huave te ortakeve te nje vlere mbi ALL 25.000.000;
7. marrja e huave per kapitalin punues te nje vlere mbi ALL 25.000.000;
8. kryerja e investimeve te nje vlere mbi ALL 12.000.000, nenshkrimi i kontratave pasive me ane te cilave shoqeria merr persiper detyrime me vlera mbi ALL 6.000.000;
9. blerjen e pjesemarrjeve, te shoqerive dhe degeve te shoqerive, dhe operacione te transformimit te shoqerive, bashkim, ndarje, perthithje;
10. vendimi lidhur me krijimin apo mbylljen e degeve, zyrave te perfaqesimit ose agjencive te Shoqerise;
11. vendimi per riorganizimin dhe prishjen e Shoqerise;

12. vendimi per te punesuar punemarres, per emerimin dhe shkarkimin e likuidatoreve dhe te eksperteve kontabel te autorizuar apo te konsulenteve te tjere, qofte persona fizike apo juridike qe i kushtojne shoqerise me shume se ALL 1.000.000 ne vit;

13. vendimi per ndarjen e kotave dhe per anulimin tyre;

14. vendimi per dhenien ose revokimin e prokurave te perfaqesimit te Shoqerise;

15. vendime per çeshtje te tjera te parashikuara me ligj apo nga statuti;

16. marrjen e çdo vendimi tjeter qe nuk i eshte deleguar ndonje organi tjeter.

**Neni 11**

ASAMBLEJA E PERGJITHSHME

11.1. Asambleja e Pergjithshme mblidhet te pakten nje here ne vit.

11.2. Asambleja e Pergjithshme thirret nepermjet nje njoftimi te derguar nga administratori drejt ortakeve edhe nepermjet postes elektronike, ne adresat e deklaruara shprehimisht nga ortaket. Adresat elektronike email te ortakeve regjistrohen ne bazen e te dhenave te Shoqerise nga organi administrativ.

11.3. Njoftimi per mbledhjen e asamblese duhet te permbaje vendin, daten, oren e mbledhjes dhe rendin e dites dhe duhet t'u dergohet te gjitheve jo me vone se 7 (shtate) dite perpara dates se parashikuar per mbledhjen e asamblese; ne rast te urgjences, afati prej 7 (shtate) ditesh mund te reduktohet ne 3 (tre) dite.

11.4. Kur Asambleja e Pergjithshme nuk eshte thirrur sipas modalitetit te lartpermendur, ajo mund te marre vendime te vlefshme vetem ne rast se te gjithe ortaket, me unanimitet, jane dakord per te marre keto vendime, pavaresisht nga mungesa e njoftimit te rregullt.

11.5. Vendimet e Asamblese se Pergjithshme merren ne formen e vendimeve me shkrim. Te gjitha vendimet e Asamblese duhet te regjistrohen ne procesverbale. Procesverbali duhet te mbaje daten, vendin, rendin e dites, emrin e Kryetarit te mbledhjes dhe Sekretarit qe mban procesverbalin, si dhe rezultati i votimit dhe duhet te nenshkruhet nga Kryetari dhe Sekretari. Procesverbalit i bashkelidhet lista e te pranishmeve dhe thirrja. Kryetari do te jete Administratori i Vetem apo Kryetari i Keshillit te Administrimit. Sekretari verbalizues mund te jete edhe nje person i trete, qe nuk eshte ortak apo punemarres i Shoqerise, me kusht qe te jete zgjedhur nga Asambleja e Pergjithshme me shumicen e votave qe perfaqesojne mazhorancen absolute te kapitalit te shoqerise. Kerkesa per miratimin e nje vendimi te aksionareve me votim me shkrim mund te behet nga Administratori si dhe nga çdo

Aksionar i shoqerise.

11.6. Pjesemarrja apo votimi ne Asamblene e Pergjithshme mund te kryhet edhe nepermjet mjeteve elektronike. Procesverbali i vendimeve duhet t'i dorezohet organit te administrimit, i cili e regjistron ne regjistrin e vendimeve, qe do te ruhet ne seline ligjore te Shoqerise nen kujdesin e administratorit.

11.7. Asambleja e pergjithshme mund te mblidhet edhe jashte territorit te Republikes se Shqiperise.

Ne kete rast vendimet e asamblese se pergjithshme te marra jashte territorit te Republikes se Shqiperise, do t'i nenshtrohen procedurave te parashikuara nga ligji shqiptar per njohjen e dokumenteve te huaja ne Shqiperi dhe duhet te jene ne perputhje me parashikimet e ketij statuti per sa i takon kuorumit dhe shumices ne marrjen e vendimeve.

11.8 Asambleja e Pergjithshme, perveç nese parashihet ndryshe ne kete Statut per disa vendime specifike, vendos me voten pro te shumices se ortakeve qe perfaqesojne mazhorancen absolute te kapitalit te shoqerise.

## NENI 12

## ORGANI I ADMINISTRIMIT

Me organ administrimi nenkuptohet Administratori i Vetem, apo Kryetari i Keshillit te Administrimit.

Shoqeria mund te administrohet, ne alternative, me vendim te Asamblese se Pergjithshme, me emerim:

a) nga nje Administrator i vetem;

b) nga nje Keshill Administrimi i perbere nga dy ose me shume anetare, sipas numrit te percaktuar nga ortaket ne momentin e emerimit.

Nese emerohen dy apo me shume administratore, nenkuptohet i krijuar Keshilli i Administrimit.

Administratoret mund te jene edhe jo ortake.

Nese Asambleja emeron nje Keshill Administrimi, vete keshilli do zgjedhe kryetarin ne mes te anetareve.

Ne momentin e themelimit te shoqerise, organi administrativ perfaqesohet nga Administratori i Vetem, **Z. Md Tanvir Ahamed, shtetas bangladeshas, lindur me date 14 Prill**

**1994, ne Munshiganj, Bangladesh, rezident ne Bangladesh, Siri, ne adresen Bashgaon,-Gazaria, -1510 Munshiganj, mbajtes i pasaportes me numer A00380096, ne cilesine e Administratorit, madhor dhe me zotesi te plote per te vepruar.**

Organi i administrimit emerohet nga Asambleja e Pergjithshme dhe ushtron te gjitha veprimtarite e administrimit te zakonshem te Shoqerise, duke zbatuar politikat tregtare te vendosura nga Asambleja e Pergjithshme ne perputhje me ligjet e Republikes se Shqiperise, perfaqeson Shoqerine ne marredhenie me te tretet, me perjashtim te kompetencave qe vete ligji apo Statuti ja delegon shprehimisht ortakeve.

Per çeshtje me rendesi te veçante, administratori konsultohet me ortaket dhe adopton masat e vendosura nga Asambleja e Pergjithshme me shumicat e parashikuara me ligj dhe me Statut.

Administratori emerohet per nje afat, **5 vjeçar** duke filluar nga data e emerimit, me te drejte riemerimi ne qofte se do te emerohet serish administrator nga Asambleja e Pergjithshme.

Asambleja e Pergjithshme emeron dhe revokon administratorin apo administratoret ne detyre dhe mund te emeroje administratore te tjere me kompetenca te percaktuara sipas parashikimeve ligjore dhe nga Statuti.

Administratori ka te drejte te jape doreheqjen e parakohshme, perpara mbarimit te mandatit, me njoftim drejtuar Asamblese se Pergjithshme. Administratori qe jep doreheqjen eshte i detyruar te kerkoje mbledhjen e Asamblese per emerimin e administratorit te ri para se doreheqja te hyje ne fuqi.

Asambleja e Pergjithshme mund te emeroje si Administrator te Vetem apo anetare te Keshillit te Administrimit perona fizike te çfaredo kombesie dhe te jashtem per Shoqerine. Secili administrator mund te ushtroje te gjitha tagrat e perfaqesimit dhe te firmes ashtu si rezultojne ne aktin e emerimit te tyre. Secili nga ato do te jete individualisht pergjegjes per permbushjen e funksioneve te dhena nga ligji per organin e administrimit dhe do ti komunikoje administratoreve te tjere te emeruar eventualisht veprimet e kryera nga ai.

**Neni 13**

Organi i administrimit dhe anetaret qe e perbejne, jane pergjegjes perballe shoqerise dhe personave te trete per shkeljet e ligjit apo normave te statutit qe mund te ndodhin gjate ushtrimit te veprimtarise, ne baze te ligjit shqiptar te aplikueshem.

Administratori/et kryen/jne detyrat e percaktuara nga ky Statut, te nxjerra nga Asambleja e Pergjithshme e Shoqerise dhe te gjitha ato detyra te parashikuara dhe te rregulluara me ligj. Nder keto pershihen detyrat e renditura me poshte.

1. Te veproje dhe te nenshkruaje ne emer dhe per llogari te Shoqerise, duke perfaqesuar ate.
2. Te hartoje rregulloren e brendshme te Shoqerise dhe nje plan biznesi per vitin financiar, qe do te miratohet ne Asamblene e Pergjithshme.
3. Te marre vendime lidhur me kredite qe do te merren dhe dhenien e garancive, pas aprovimit te Asamblese se Pergjithshme.
4. Te kryeje te gjitha aktivitetet e administrimit te aktivitetit tregtar te Shoqerise, duke aplikuar politikat tregtare, te investimit, produktive te vendosura nga Asambleja e Pergjithshme dhe te kryeje gjithe veprimtarite qe i jane caktuar nga ligji apo Statuti dhe Asambleja e Pergjithshme.
5. Te kujdeset per mbajtjen e dokumenteve dhe te librave kontabel te Shoqerise me korrektesi dhe saktesi.
6. Te kryeje regjistrimet dhe te dergoje te dhenat e detyrueshme te shoqerise, siç parashikohet ne ligjin per Qendren Kombetare te Biznesit.
7. Te perpunoje dhe paraqese per aprovim para Asamblese se Pergjithshme raporte mbi veprimtarise e Shoqerise dhe bilancin e viti financiar ne mbyllje , sipas afateve te parashikuara nga ligji;

- Te mbaje ne menyre te rregullt dhe te perditesuar regjistrin e vendimeve te Asamblese se Shoqerise;
- Te permbushe detyrimet tatimore kundrejt shtetit dhe enteve shteterore;
- Te keshillohet nga konsulente dhe eksperte per menaxhimin e problematikave operative, ligjore dhe fiskale te Shoqerise;
- Te mire administroje Shoqerine.
- Te lidhe marreveshje me te trete ne kufijte e objektit te aktivitetit te Shoqerise dhe te kompetencave te percaktuara nga ortaket dhe nga ky Statut.
- Te zbatoje rregulloren e brendshme te Shoqerise.
- Te shperblehet per punen qe kryen sipas marreveshjes me ortaket themelues.
- Te informohet dhe te beje propozime per çfaredolloj gjeje qe e vlereson si te rendesishme per Shoqerine.
- Te kryeje te gjitha veprimet financiare dhe bankare ne limitet e kompetencave te dhena nga Asambleja e Pergjithshme dhe nga Statuti.

- Administratoret kane te drejte dhe detyre te therrasin Asamblene e Pergjithshme, sipas dispozitave te percaktuara ne kete Statut dhe nga ligji aty ku nuk parashikohet shprehimisht ne Statut.
- Administratori eshte pergjegjes per demet e drejtperdrejta qe ai me dashje ose nga pakujdesia i ka shkaktuar Shoqerise. Ne masen qe çdo veprim ose mosveprim i Shoqerise dhe/ose ndonje prej Aksionareve kane kontribuar ne demin e shkaktuar, pergjegjesia e administratorit eshte e perjashtuar, me perjashtim te rasteve kur nje dem i tille rezulton nga sjellja e qellimshme e Administratorit.

**Neni 14**

TE DREJTAT E SHOQERISE

Shoqeria ka te drejte:

1. te kryeje te gjithe veprimtarite qe perbejne objektin e veprimtarise se Shoqerise;
2. te angazhohet ne çdo veprim tregtar dhe te marre çdo mase qe e konsideron te nevojshme ose te dobishme per te nxitur kryerjen e veprimtarise se shoqerise.
3. te siguroje pasurine e vet;
4. te marre kredi ne leke dhe ne valute nga Bankat vendase ose te huaja ne baze te rregullave ligjore;
5. te perfitoje nga favoret qe i njeh legjislacioni shqiptar lidhur me tatimet, detyrime te tjera shteterore, dhe te tjera;
6. te investoje kudo ne Shqiperi apo jashte shtetit, me te ardhurat qe realizon gjate ushtrimit te aktivitetit te saj;
7. te punesoje punetore, vendas ose te huaj;
8. te eksportoje lirisht valuten qe ka realizuar nga fitimet e saj.

**Neni 15**

DETYRAT E SHOQERISE

Shoqeria ka per detyre:

1. te siguroje kapitalin e shoqerise ne formen dhe kohen e duhur;
2. te jape garanci per sherbimet qe kryen shoqeria;
3. te siguroje punonjesit e saj;

4. te plotesoje detyrimet fiskale dhe sociale qe ka ndaj shtetit, si edhe detyrimet kontraktuale ndaj cilitdo;
5. te pajiset me leje/autorizime te mundshme, nese kerkohen nga ligji, per te zbatuar objektin e veprimtarise se saj;
6. te respektoje standardet si dhe te gjitha rregullat qe lidhen me veprimtarine e saj.

**Neni 16**

MARREDHENIET EKONOMIKE – FINANCIARE TE SHOQERISE

E gjithe veprimtaria e shoqerise per plotesimin e objektit te veprimtarise se saj, pasqyrohet ne bilancin ekonomik te saj.

**Neni 17**

Ne seline e shoqerise mbahet dokumentacioni financiar, ne baze te cilit, brenda dates 31 mars te çdo viti nxirret bilanci vjetor i Shoqerise.

**Neni 18**

Viti financiar fillon çdo vit me 1 janar dhe mbaron me 31 dhjetor te te njejtit vit.

**Neni 19**

Shoqeria mban llogarine e saj ne Banke. Llogarite mbahen ne Leke dhe/ose Euro dhe pasqyrohen ne librat kontabel perkates.

**Neni 20**

Nga fitimet e realizuara gjate vitit financiar, Shoqeria, pasi ben zbritjen e humbjeve te vitit te meparshem, le menjane 5% te te ardhurave, me te cilin krijohet fondi "Rezerve e domosdoshme", derisa ky fond te arrije masen 10% te kapitalit te shoqerise.

**Neni 21**

DISPOZITA TE VEÇANTA

Shoqeria ka vulen e saj me permasa te zakonshme, te realizuar sipas parashikimeve te ligjit ne fuqi dhe mund te kete nje marke te veten. Ne rast te krijimit te nje faqe interneti, mund te deklarohet ne menyre vullnetare ne QKB.

**Neni 22**

SHNDERRIMI

Shnderrimi i Shoqerise ne shoqeri te llojeve te tjera, mund te behet me vendim te Asamblese se Pergjithshme.

**Neni 23**

PRISHJA E SHOQERISE

Shperberja e shoqerise, mund te vije per shkaqet e parashikuara ne nenin 99 te ligjit nr. 9901 date 14.04.2008 "per tregtaret dhe shoqerite tregtare" dhe per arsyet si me poshte:

- kur mbaron kohezgjatja e parashikuar ne themelimin e saj;
- me vendim te asamblese se pergjithshme;
- me hapjen e procedurave te falimentimit;
- nese nuk ka kryer veprimtari tregtare per dy vjet dhe nuk eshte njoftuar pezullimi i veprimtarise ne perputhje me piken 3 te nenit 43 te ligjit nr.9723, date 3.5.2007 "per regjistrimin e biznesit";
- me vendim te gjykates;
- humbja e kapitalit te shoqerise;

Ne keto raste, ortaket e shoqerise vendosin mbi menyren e likuidimit dhe caktojne nje ose me shume likuidatore duke u percaktuar edhe detyrat. Administratori dhe likuidatori jane pergjegjes per ruajtjen e pasurise se Shoqerise deri sa ajo t'u dorezohet personave perkates fizike e juridike, duke likuiduar ne radhe te pare detyrimet qe ka shoqeria ndaj personave te trete.

Ne rast se fondet e disponueshme, rezultojne te pa mjaftueshem, per shlyerjen e detyrimeve te Shoqerise, nese nuk e kane bere ende, likuidatori mund t'i kerkoje ortakeve themelues te Shoqerise qe te derdhe teresisht kuotat qe u takojne dhe te cilat nuk jane derdhur ende.

**Neni 24**

LIGJI I APLIKUESHEM DHE JURIDIKSIONI

Per çdo gje qe nuk eshte parashikuar shprehimisht ne Statut, i behet reference dispozitave te ligjit ne fuqi.

Te gjitha konfliktet qe mund te lindin midis ortakeve te Shoqerise, midis ortakeve dhe Shoqerise, midis Shoqerise dhe administratorit do ti nenshtrohen per zgjidhje gjykates kompetente te Republikes se Shqiperise ne perputhje me ligjet shqiptare ne fuqi.

**Neni 25**

Ky statut perpilohet ne 2 (dy) ekzemplare ne gjuhen shqip dhe anglisht, te nenshkruara rregullisht nga Ortaku i Vetem.

Nenshkruar me date 5.10.2024

ORTAKU I VETEM

**MD TANVIR AHAMED**