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DUPLICAT

DUPLICAT

ROMANIA • BIROUL NOTARIAL PUBLIC • DEDULEA ALEXANDRU-ROTAR • ARAD

ACT CONSTITUTIV AL SOCIETATII CU RASPUNDERE LIMITATA

MANEVI PRO TRANSILVANIA S.R.L.

din data de 15.10.2021

ARTICLES OF ASSOCIATION

OF THE LIMITED LIABILITY COMPANY

MANEVI PRO TRANSILVANIA S.R.L.

dated 15.10.2021

OFICIUL REGISTRULUI COMERȚULUI DE PE LÂNGA TRIBUNALUL SATU ARHIVA NR. 1

Subscrisa,

MANEVI Zártkörű Részvénytársaság, o societate inmatriculata in conformitate cu legislatia din Ungaria, cu sediul social in 1054 Budapesta, Szabadság tér 7. 10. em., Ungaria, inregistrata sub nr. Cg.01-10-043414 la Registrul Comertului din Ungaria, reprezentata prin Dna. Katalin Makkai, împuternicită conform procurii speciale autentificate de notar public Alexandru Dedulea sub nr. 2730 din data de 06.10.2021 („**Manevi Zrt**" sau „**Asociatul Unic**"),

a decis sa actualizeze actul constitutiv al **MANEVI PRO TRANSILVANIA S.R.L** (denumita in cele ce urmeaza „**Societatea**") in conformitate cu prevederile legii aplicabile.

The undersigned,

MANEVI Zártkörű Részvénytársaság, a company functioning under the laws of Hungary, having its registered office at 1054 Budapest, Szabadság tér 7. 10. em., Hungary, registered under No. Cg.01-10-043414 with the Hungarian Company Registry, duly represented by Mrs. Katalin Makkai, attorney in fact as per the power of attorney authenticated by the notary public Alexandru Dedulea under no. 2730 dated 06.10.2021 ("**Manevi Zrt**" or the "**Sole Shareholder**"),

has decided update the articles of association of the company **MANEVI PRO TRANSILVANIA S.R.L** (hereinafter referred to as the "**Company**") in accordance with the applicable law.

CAPITOL I

DENUMIRE, FORMA, SEDIU, DURATĂ SI OBIECTUL ACTIVITATII

ARTICOL 1 DENUMIREA SOCIETATII

1.1 Denumirea Societatii este **MANEVI PRO TRANSILVANIA S.R.L.**, in conformitate cu dovada rezervarii privind disponibilitatea si rezervarea firmei nr. 216599 din data de 20.03.2021, emisa de Oficiul National al Registrului Comertului.

1.2 Numele Societatii va fi insotit de urmatoarele cuvinte *„societate cu raspundere limitata"* sau de acronimul S.R.L.

1.3 Toate facturile, ofertele, ordinele de plata, si alte documente comerciale emise sau incheiate de către Societate vor contine urmatoarele informatii: denumire Societatii, forma, sediu social, numarul de inregistrare la Registrul Comertului, codul unic de

CHAPTER I

CORPORATE NAME, CORPORATE FORM, HEADQUARTERS, DURATION & OBJECT OF ACTIVITY

ARTICLE 1 CORPORATE NAME

1.1 The name of the Company is **MANEVI PRO TRANSILVANIA S.R.L.**, in accordance with the proof of name reservation no. 216599 dated 20.03.2021, issued by the Romanian National Trade Registry Office.

1.2 The name of the Company shall be followed by the words *"limited liability company"* or by the abbreviation "S.R.L.".

1.3 All invoices, offers, orders, and other commercial documents issued or concluded by the Company shall contain the following information: corporate name, corporate form, headquarters, registration number with the Trade Registry, unique

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înregistrare si capitalul social al Societatii.

registration code and the share capital of the Company.

ARTICOL 2 FORMA JURIDICA A SOCIETATII

ARTICLE 2 CORPORATE FORM

2.1 Societatea va fi o entitate juridica romana constituita ca societate cu raspundere limitata si va functiona in conformitate cu Legea nr. 31/1990, cu modificarile si completarile ulterioare („**Legea Societatilor**"), care poate fi modificata, completata sau inlocuita de legislatia viitoare romaneasca. Societatea isi va desfasura activitatile in conformitate cu legislatia romaneasca aplicabila societatilor comerciale si cu prezentul Act Constitutiv.

2.1 The Company shall be a Romanian legal entity set up as a limited liability company and shall function in accordance with Law no. 31/1990, as subsequently amended and supplemented (the "**Company Law**"), as the same may from time to time be amended, modified, supplemented or replaced by future Romanian legislation. The Company shall carry out its activities in accordance with Romanian legislation applicable to commercial companies and to this Articles of Association.

2.2 Obligatiile si responsabilitatile Societatii vor fi garantate cu patrimoniul Societatii. Raspunderea Asociatilor va fi limitata de aportul acestora la capitalul social al Societatii.

2.2 The Company's obligations and liabilities shall be secured by the Company's patrimony. The Shareholders' liability shall be limited to their contribution to the Company's share capital.

ARTICOL 3 SEDIUL SOCIETATII

ARTICLE 3 HEADQUARTERS

3.1 Sediul Societatii va fi localizat in **Municipiul Satu Mare, Piata Libertatii nr. 8, judet Satu Mare, Romania**.

3.1. The Company's headquarters shall be located at **Satu Mare Municipality, 8 Libertatii Street, Satu Mare County, Romania**.

3.2. Sediul Societatii poate fi schimbat la orice alta locatie in Romania, in baza Deciziei Asociatului Unic, in conformitate cu cerintele legale impuse de legislatia romaneasca si de prezentul Act Constitutiv.

3.2. The Company's headquarters may be changed to any other location in Romania, based on the Sole Shareholder Decision, subject to legal requirements provided by Romanian legislation and this Articles of Association.

3.3. Societatea poate infiinta si inchide sucursale, birouri secundare, depozite de materiale, puncte de lucru, reprezentante, agentii sau alte unitati similare in Romania si/sau in

3.3. The Company may set up and close branches, secondary offices, warehouses, working points, representative offices, agencies or other similar units in Romania and/or

strainatate, in baza Deciziei Asociatului Unic.

abroad based on the Decision of the Sole Shareholder.

ARTICOL 4 DURATA

4.1. Societatea este constituita pentru o perioada nelimitata.

4.2. Societatea poate fi dizolvata sau reorganizata oricand ca urmare a Deciziei Asociatului Unic.

ARTICLE 4 DURATION

4.1. The Company shall be set up for an indefinite period.

4.2. The Company may be dissolved or reorganized at any time pursuant to a Decision of the Sole Shareholder.

ARTICOL 5 OBIECTUL DE ACTIVITATE

5.1. Domeniul principal de activitate al Societatii va fi:

- Cod CAEN 682 - Inchirierea si subinchirierea bunurilor imobiliare proprii sau in leasing

ARTICLE 5 OBJECT OF ACTIVITY

5.1. The Company's main field of activity shall be:

- NACE Code 682 – Renting and operating of own or leased real estate.

5.2. Principalul obiect de activitate al Societatii va fi:

- Cod CAEN 6820 – Inchirierea si subinchirierea bunurilor imobiliare proprii sau in leasing.

5.2. The Company's main object of activity shall be:

- NACE Code 6820 – Renting and operating of own or leased real estate.

5.3. Societatea mai poate desfasura de asemenea si urmatoarele activitati secundare:

- Cod CAEN 4110 – Dezvoltare (promovare) imobiliara;
- Cod CAEN 4120 – Lucrari de constructie a cladirilor rezidentiale si nerezidentiale;
- Cod CAEN 4221 – Lucrari de constructie a proiectelor utilitare pentru fluide;
- Cod CAEN 4222 – Lucrari de constructie a proiectelor utilitare pentru electricitate si telecomunicatii;
- Cod CAEN 4299 – Lucrari de constructii a altor proiecte ingineresti n.c.a.;
- Cod CAEN 4321 – Lucrari de instalatii electrice;

5.3. The Company may also carry out the following secondary activities:

- NACE Code 4110 – Development of bulding projects;
- NACE Code 4120 - Construction of residential and non-residential buildings;
- NACE Code 4221 – Construction of utility projects for fluids;
- NACE Code 4222 - Construction of utility projects for electricity and telecommunications;
- NACE Code 4299 – Construction of other civil engineering projects n.e.c.;
- NACE Code 4321 – Electrical installation;

- Cod CAEN 4322 – Lucrari de instalatii sanitare, de incalzire si de aer conditionat;	- NACE Code 4322 - Plumbing, heat and air-conditioning installation;
- Cod CAEN 4329 – Alte lucrari de instalatii pentru constructii;	- NACE Code 4329 - Other construction installation;
- Cod CAEN 4331 – Lucrari de ipsoserie;	- NACE Code 4331 – Plastering;
- Cod CAEN 4332 – Lucrari de tamplarie si dulgherie;	- NACE Code 4332 – Joinery installation;
- Cod CAEN 4333 – Lucrar de pardosire si placare a peretilor;	- NACE Code 4333 – Floor and wall covering;
- Cod CAEN 4334 – Lucrari de vopsitorie, zugraveli si montari de geamuri;	- NACE Code 4334 – Painting and glazing;
- Cod CAEN 4339 – Alte lucrari de finisare;	- NACE Code 4339 - Other building completion and finishing;
- Cod CAEN 4391 – Lucrari de invelitori, sarpante si terase la constructii;	- NACE Code 4391 - Roofing activities;
- Cod CAEN 4399 – Alte lucrari speciale de constructii n.c.a.;	- NACE Code 4399 - Other specialized construction activities n.e.c.;
- Cod CAEN 5630 – Baruri si alte activitati de servire a bauturilor;	- NACE Code 5630 – Beverage serving activities;
- Cod CAEN 6420 – Activitati ale holdingurilor;	- NACE Code 6420 – Activities of holding Companies;
- Cod CAEN 6810 – Cumpararea si vanzarea de bunuri imobiliare proprii;	- NACE Code 6810 – Real estate activities with own or leased property;
- Cod CAEN 6820 – Inchirierea si subinchirierea bunurilor proprii sau in leasing;	- NACE Code 6820 – Real estate activities on a fee or contract basis;
- Cod CAEN 6831 – Agentii imobiliare;	- NACE Code 6831 – Real estate agencies;
- Cod CAEN 6832 – Administrarea imobilelor pe baza de comision sau contract;	- NACE Code 6832 – Management of real estate on a fee or contract basis;
- Cod CAEN 7111 – Activitati de arhitectura;	- NACE Code 7111 – Architectural activities;
- Cod CAEN 7112 – Activitati de inginerie si consultanta techinca legate de acestea;	- NACE Code 7112 – Engineering activities and related technical consultancy;

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- Cod CAEN 7120 – Activitati de testare si analize tehnice;
- Cod CAEN 7990 – Alte servicii de rezervare si asistenta turistica;

5.4. Obiectul de activitate al Societatii poate fi modificat prin intermediul Deciziei Asociatului Unic.

- NACE Code 7120 – Technical testing and analysis;
- NACE Code 7990 – Other reservation service and related activities;

5.4. The Company's object of activity may be changed by way of a Decision of the Sole Shareholder.

CAPITOL II

CAPITALUL SOCIAL SI PARTILE SOCIALE

ARTICOL 6 CAPITALUL SOCIAL

6.1. Capitalul social al Societatii este de 28.671.790 RON, din care 28.671.780 RON, reprezentand aport in natura, constand in imobilele identificate in Anexa 1 la prezentul act constitutiv, astfel cum au fost evaluate prin rapoartele de evaluare intocmite la data de 05.10.2021 de catre Dna. Iacob Monika Csilla, expert independent autorizat ANEVAR cu nr. 13201/0726, si 10 RON reprezentand aport in numerar.

6.2. Capitalul social este divizat in 2.867.179 parti sociale cu o valoare nominala de 10 RON, detinut in intregime (100%) de catre Asociatul Unic, **Manevi Zrt.**

ARTICOL 7 PARTI SOCIALE

7.1. Partile sociale ale Societatii sunt indivizibile in legatura cu Societatea si Societatea va recunoaste numai un asociat pentru fiecare parte sociala.

7.2. Societatea va pastra o evidenta a partilor sociale intr-un registru al asociatilor care va dovedi numele si domiciliul/sediul fiecarui asociat, cota asociatilor din capitalul social, orice transfer de parti sociale sau alte

CHAPTER II

SHARE CAPITAL AND SHARES

ARTICLE 6 SHARE CAPITAL

6.1. The Company's share capital amounts to RON 28,671,790, out of which RON 28,671,780 representing contribution in kind, consisting of the properties identified in Schedule 1 to this articles of associaation, as valuated by means of the valuation reports prepared on 05.10.2021 by Mrs. Iacob Monika Csilla, Independent valuer atuhorized by ANEVAR under no. 13201/0726, and RON 10 representing cash contribution.

6.2. The share capital is divided into 2,867,179 nominal shares with a nominal value of RON 10, held entirely (100%) by the Sole Shareholder, **Manevi Zrt.**

ARTICLE 7 SHARES

7.1. The Company's shares are indivisible in relation to the Company and the Company shall recognize only one shareholder for each share.

7.2. The Company shall maintain a record of the shares in a shareholders' register which shall evidence the name and domicile/headquarters of each shareholder, the shareholders' quota of the share capital, any transfer

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amendamente cu privire la partile sociale.

7.3. Toate drepturile si obligatiile anexate partilor sociale vor fi transferate simultan cu partile sociale.

of shares or other amendments related to the shares.

7.3. All rights and obligations attached to the shares shall be transferred simultaneously with the shares.

ARTICOL 8 MAJORAREA SI REDUCEREA CAPITALULUI SOCIAL

8.1. Capitalul social al Societatii poate fi majorat prin aporturi in numerar sau in natura efectuate de catre asociati sau de catre persoane fizice si/sau juridice care vor deveni asociati ai Societatii, sau prin orice alta metoda mentionata de lege, in baza deciziei Asociatului Unic.

8.2. Capitalul social al Societatii poate fi diminuat prin intermediul deciziei Asociatului Unic, adoptata in conditiile prezentului Act Constitutiv si in conformitate cu prevederile legale in vigoare. Capitalul social al Societatii nu va fi mai mic decat capitalul social minim obligatoriu conform legislatiei aplicabile.

8.3. Capitalul social poate fi diminuat numai dupa expirarea unui termen de 2 (doua) luni de la data publicarii in Monitorul Oficial a deciziei Asociatului Unic privind reducerea capitalului social.

8.4. Decizia Asociatului Unic care decide cu privire la majorarea sau reducerea capitalului social va fi inregistrata la Oficiul Registrului Comertului.

ARTICLE 8 SHARE CAPITAL INCREASE AND REDUCTION

8.1. The Company's share capital may be increased by in cash or in-kind contributions performed by the shareholders or by new natural and/or legal persons which shall become shareholders of the Company, or by any other method provided by law, based on a decision of the Sole Shareholder.

8.2. The Company's share capital may be reduced by way of a decision of the Sole Shareholder, adopted in the conditions provided by this Articles of Association and in accordance with legal provisions in force, provided that the Company's share capital shall be at all times not less than the mandatory minimum share capital provided by the applicable legislation from time to time.

8.3. The share capital may be reduced only after the expiry of a 2 (two) month term after the publication in the Official Gazette of the decision of the Sole Shareholder concerning the reduction of the share capital.

8.4. The decision of the Sole Shareholder deciding on a share capital increase or reduction shall be registered with the Trade Registry Office.

ARTICOL 9 TRANSFERUL PARTILOR SOCIALE

ARTICLE 9 SHARES TRANSFER

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9.1. Asociatul Unic pot decide transferul partilor sociale la alte persoane fizice sau juridice romane sau straine, care vor deveni asociati ai Societatii.

9.2. Orice transfer al partilor sociale va fi inregistrat in Registrul Asociatilor si la Oficiul Registrului Comertului. Transferul partilor sociale va opera la data agreata de catre vanzator si cumparator in documentele de transfer relevante.

9.1. The Sole Shareholder may decide to transfer the shares to other foreign or Romanian legal or natural persons, which shall become shareholders of the Company.

9.2. Any transfer of shares shall be recorded in the Shareholders' Register and registered with the Trade Registry Office. The share transfer shall become effective on the date agreed by the seller and the purchaser within the relevant transfer documentation.

CAPITOL III

ASOCIAT UNIC

ARTICOL 10 RESPONSABILITATILE ASOCIATULUI UNIC

10.1. In conformitate cu Legea Societatilor, Asociatul Unic va avea toate drepturile si obligatiile care apartin in mod obisnuit Adunarii Generale a Asociatilor.

10.2. Asociatul Unic are putere deplina de a decide asupra activitatii acesteia si asigura politica ei economica si comerciala.

10.3. Asociatul Unic va avea urmatoarele indatoriri principale:

a) pe baza raportului efectuat de Administratori, aprobarea, modificarea sau refuzul conturilor sociale, afectarea rezultatului si determinarea dividendelor (inclusiv cele interimare) si rezervelor;

b) Sa numeasca si sa revoce administratorii si directorii, sa le stabileasca indatoriri si

CHAPTER III

SOLE SHAREHOLDER

ARTICLE 10 RESPONSIBILITIES OF THE SOLE SHAREHOLDER

10.1. Pursuant to the Company Law, the Sole Shareholder shall have all rights and obligations customarily belonging to the General Meeting of the Shareholders.

10.2. The Sole Shareholder has full power to decide in any matter concerning the Company's activity, as well as the financial and business policy of the Company.

10.3. The Sole Shareholder shall have the following main duties:

a) based on the report made by the Directors, the approval, change or refusal of the Company's accounts, the allocation to the result and determination of dividends (including interim dividends) and reserves;

b) To appoint and revoke the director(s) and the manager(s), to set forth their duties and

responsabilitatile, remuneratia, daca este cazul;

responsibilities, and their remuneration, if applicable;

c) Sa decida cu privire la orice pretentii ale Societatii cu privire la administratori, directori si auditori;

c) To decide upon making a claim against the directors, the managers and the auditors;

d) Sa numeasca si sa revoce cenzorii/auditorii financiari, daca este cazul, si sa stabileasca indatoririle si responsabilitatile acestora, precum si remuneratia acestora;

d) To appoint and revoke the censors/financial auditors, if applicable, and establish their duties and responsibilities, as well as their remuneration, if applicable;

e) Sa decida cu privire la conditiile si termenii principali inclusi in contractele incheiate cu aditorul Societatii;

e) To decide upon the main term and conditions to be included within the agreements to be signed with the Company's auditor;

f) Sa decida cu privire la acordarea de participatii in Societate catre administratori sau catre directori;

f) To decide upon any granting of shares in the Company to the directors or the managers;

g) Sa decida cu privire la stabilirea si incetarea raporturilor de munca, modificarea contractelor de munca si stabilirea remuneratiei aferente directorului general;

g) To decide upon the establishment and the termination of the employment relationship, the amendment of the employment agreement and the related remuneration with respect to the general manager;

h) Sa decida in legatura cu orice modificare adusa Actului Constitutiv al Societatii;

h) To decide upon any amendment of the Company's Articles of Association

i) Sa decida in legatura cu majorarea sau reducerea capitalului social al Societatii si asupra modificarii numarului sau valorii partilor sociale;

i) To decide upon the increase or reduction of the Company's share capital and upon the amendment of the number or value of the shares;

j) Sa decida in legatura cu transferul partilor sociale ale Societatii;

j) To decide upon the transfer of the Company's shares;

k) Sa decida cu privire la dizolvarea, lichidarea, fuziunea, absorbtia, reorganizarea Societatii sau in

k) To decide upon the Company's dissolution, liquidation, merger, absorption, spin off,

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legatura cu alte modificari similare referitoare la Societate;

reorganization or any other similar modification regarding the Company;

l) Sa determine strategia comerciala a Societatii, sa aprobe planul anual si strategic de afaceri si planul anual de achizitii publice care depasesc suma de 50.000.000 HUF;

l) To determine the business strategy of the Company, to approve the strategic and annual business plan and the annual (public) procurement plan for matters exceeding HUF 50,000,000 ;

m) Sa aprobe diferentele majore fata de planul anual de achizitii publice aprobat. Pentru evitarea oricaror dubii, „majore" inseamna schimbarea formei procedurii si cresterea valorii estimate cu mai mult de 30%, dar cel putin cu 20.000.000 HUF;

m) To approve the major differing from the approved annual (public) procurement plan. For the avoidance of any doubt "major" means the change of the procedure form and the increase of the estimated value with more than 30 % but at least HUF 20,000,000 HUF;

n) Sa aprobe achizitiile care nu sunt incluse in planul anual de achizitii publice, avand o valoare estimate mai mare de 50.000.000 HUF;

n) To approve the acquisitions which are not included in the annual (public) procurement plan with an estimated value exceeding HUF 50,000,000;

o) Sa aprobe propunerile de credite pe termen scurt (care nu depasesc perioada de un an) si care depasesc valoarea de 2.500.000 EUR;

o) To approve the taking out of short term loans (for a period of maximum one year), exceeding EUR 2,500,000;

p) Sa aprobe propunerile de credite pe termen lung (care depasesc perioada de un an) si care depasesc valoarea de 15.000.000 HUF;

p) To approve the taking out of long term loans, (for a period of over one year) exceeding HUF 15,000,000;

q) Sa decida cu privire la achizitionarea de participatii in alte societati sau asupra stabilirii de catre Societate a altor entitati juridice;

q) To decide upon the acquisition by the Company of participations in other companies or upon the establishment by the Company of other legal entities;

r) Sa decida cu privire la vanzarea, transferul, inchirierea, punerea in gaj a oricarui activ, indiferent de forma, cu o valoare care depaseste suma de 10.000.000 EUR, inclusiv cu privire la stabilirea unor optiuni de cumparare sau drepturi de preemptiune si sa decida cu privire la orice alte tranzactii care rezulta din cele de mai sus;

r) To decide upon any sale, transfer, rental or pledge of any assets in any form, with a value exceeding the amount of EUR 10,00,000, including upon the establishment of any purchase oprion or pre-emptive rights and to decide upon any other transactions resulting thereof;

s) Sa decida cu privire acordarea oricarei garantii de catre Societate care depaseste valoarea de 2.500.000 EUR, inclusiv dar fara a se limita la emiterea de scrisori de garantie bancara, ipoteca, gaj sau orice alte obligatie similara;

s) To decide upon granting any security by the Company exceeding the amount of EUR 2,500,000, including but not limited to letters of bank guarantee, mortgages, securities or any other similar undertakings

t) Sa aprobe bugetul anual de functionare si de investitii al Societatii;

t) To approve the annual functioning and investment budget of the Company;

u) Sa ratifice toate actiunile si masurile luate de catre administratori cu privire la managementul curent al Societatii, inclusiv, dar nu limitat la, raportul administratorilor;

u) To ratify all actions and measures taken by the directors with respect to the current management of the Company, including, but not limited to, the directors' report;

v) Sa decida cu privire la functionarea operationala a Societatii;

v) To decide upon the operational form of the Company;

w) Sa decida cu privire la deschiderea si radierea de sucursale, agentii, birouri, reprezentante, puncte de lucru sau orice alte sedii secundare;

w) To decide upon the establishment and the deregistration of branches, agencies, offices, representative offices, units (working points), or any other legal seats with no legal personality;

x) Sa aprobe orice alt aspect individual care nu intra in domeniul de aplicare al celor de

x) To approve any other matter outside the scope of the above, if the amount exceeds EUR 10,000,000;

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mai sus, in cazul in care valoarea depaseste 10.000.000 EUR;

y) Sa aprobe realizarea investitiilor care implica utilizarea subventiei UE in cazul in care obligatia asumata de societate depaseste suma de 15.000.000 HUF net.

z) Sa ia hotarari in legatura cu oricare din problemele care tin de competenta acesteia in conformitate cu prevederile legii aplicabile si ale prezentului Act Constitutiv.

y) To approve any investment involving EU subsidy where the obligation undertaken by the Company exceeds the amount of net HUF 15,000,000

z) To take any and all other resolutions in respect of any matters which are in its competence in accordance with the provisions of the applicable law and this Articles of Association.

CAPITOL IV

ADMINISTRATORI, CENZORI/ADITORI FINANCIARI

ARTICOL 14 ADMINISTRATORII SOCIETATII

14.1. Societatea poate avea unul sau mai multi administrator, romani sau straini, conform deciziei Asociatului Unic.

14.2. Administratorii sunt numiti de catre Asociatul Unic pe o perioada nelimitata si pot fi realesi in functie, fara limita de numar de mandate.

Primul Administrator al Societatii, avand puteri depline de reprezentare si decizie este **Katalin Makkai**, cetatean roman, nascut la data de 20.08.1978 in Romania, Municipiul Tirgu Mures, judetul Mures, domiciliat [redacted] nr. [redacted], identificat prin carte de identitate seria [redacted] nr. [redacted] emisa de [redacted] la data de [redacted] valabila pana la data de [redacted], avand Cod Numeric Personal

CHAPTER IV

DIRECTORS, CENSORS/FINANCIAL AUDITORS

ARTICLE 14 DIRECTORS OF THE COMPANY

14.1. The Company may have one or more directors, whether Romanian or foreign, as the Sole Shareholder may decide.

14.2. The Directors are appointed by the Sole Shareholders for an unlimited and may be re-elected without limiting the number of mandates.

14.3. The first Directors of the Company, having full powers of representation and decision, acting individually, shall be **Katalin Makkai**, Romanian citizen, born on 20.08.1978 in Romania, Tirgu-Mures Municipality, Mures County [redacted] identified with identity card series [redacted], No. [redacted] issued by [redacted] on [redacted], valid until [redacted] having Personal Identification

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[redacted] („**Administratorul**").

14.3. Administratorul va asigura managementul general al Societatii. Administratorul poate reprezenta Societatea in fata partilor terte, inclusiv in fata instantei si poate aproba orice operatiuni in legatura cu activitatea Societatii. Administratorul poate actiona in numele Societatii in orice situatie, fara mandat special, prin toate mijloacele legale si este imputernicit cu toate puterile privind conducerea activitatii de zi cu zi a Societatii, cu exceptia puterilor garantate in mod expres Asociatului Unic.

14.4. Orice document care emana de la sau este semnat de Administrator in numele si pe seama Societatii va fi valabil si va angaja Societatea.

14.5. Administratorul va avea dreptul sa numeasca si sa revoce angajati si directori ai Societatii.

14.6. Administratorul se va conforma in totalitate deciziilor Asociatului Unic si va lua toate masurile necesare pentru implementarea acestora.

14.7. Administratorul va actiona de fiecare data in interesul Societatii si va dezvalui cu promptitudine Societatii si Asociatului Unic orice interes avut in orice tranzactie sau operatie a Societatii la care este parte.

14.8. Administratorul va oferi Asociatului Unic, la solicitarea acestuia, orice informatii si documente referitoare la Societate, activitatile si situatia financiara a acesteia

Number [redacted] (the "**Director**").

14.4. The Director shall ensure the general management of the Company. The Director shall represent the Company towards third parties, including the court and may approve any operations related to the business of the Company. The Director may act on behalf of the Company in every situation, without a special mandate, by every legal means and is empowered with all the powers except for the powers expressly granted to the Sole Shareholder.

14.5. Any document issued or concluded by the Director in the name and on behalf of the Company shall be valid and binding for the Company.

14.6. The Director shall have the right to appoint and dismiss employees and managers of the Company.

14.7. The Director shall fully comply with the decisions of the Sole Shareholder and shall take all measures necessary for the implementation thereof.

14.8. The Director shall act at all times in the best interests of the Company and shall promptly disclose to the Company and the Sole Shareholder any interest she may have in any transaction or operation of the Company to which she acts as a party.

14.9. The Director shall provide the Sole Shareholder, promptly upon its request, with any information and documents regarding the Company's activities and financial status

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14.9. Administratorul va mentine registre corespunzatoare Societatii asa cum este cerut de legea aplicabila si le vor pune la dispozitia Asociatului Unic, la solicitarea acestuia.

14.10. Administratorul va fi responsabil de intocmirea situatiilor financiare ale Societatii si le va trimite spre aprobare Asociatului Unic, anual.

14.11. Administratorul va efectua indatoririle personal (inclusiv reprezentarea Societatii in relatia cu partile terte) si va avea dreptul sa delege puterile sale fara aprobarea Asociatului Unic.

14.12. Administratorul va actiona cu diligenta referitor la afacerea Societatii. Administratorul va fi facut raspunzator, in conformitate cu prevederile legislatiei aplicabile, fata de Societate pentru orice prejudiciu cauzat Societatii prin actiunile si/sau omisiunile in calitatea sa de administrator.

14.13. Administratorul nu poate primi in Romania, fara autorizarea Asociatului Unic, mandatul de administrator in alte societati concurente sau avand acelasi obiect social, nici sa faca acelasi tip de comert sau un altul concurent, pentru acesta sau pentru alta persoana fizica sau juridica, sub sanctiunea revocarii si a raspunderii pentru daune.

14.14. Administratorul este solidar raspunzator cu predecesorii acestuia imediati daca, avand cunostinta de neregularitatile savarsite de acestia

14.10. The Director shall maintain proper records of the Company as required by applicable law and shall keep them at the disposal of the Sole Shareholder, at its request.

14.11. The Director shall be responsible for preparing the financial statements of the Company and shall submit them for approval of the Sole Shareholder on an annual basis.

14.12. The Director shall perform her duties (including by representing the Company in relation to third parties) personally and shall be entitled to delegate her powers without the approval of the Sole Shareholder.

14.13. The Director shall act diligently regarding the Company's business. The Director shall be held liable, according to the provisions of the Romanian law, towards the Company for any prejudice caused to the Company through herr acts and/or omissions in her capacity of Director.

14.14. The Director cannot receive in Romania, without the approval of the Sole Shareholder, the mandate as director in other competitor companies or companies which have the same corporate object, or cannot do the same type of trade or a competing one for her or for another natural or legal person, under the sanction of being revoked and being liable for damages.

14.15. The Director shall be jointly liable with her immediate forerunners if she has knowledge of the irregularities committed by the latter

din urma, nu le denunta Asociatului Unic.

14.15. Orice Administrator care intr-o problema determinata are in numele sau propriu sau in numele unor terti, interese divergente celor ale societatii, va trebui sa se abtina sa participe la deliberarea in privinta problemei respective.

ARTICOL15 INCHEIEREA MANDATULUI ADMINISTRATORULUI

15.1. Mandatul Administratorului se va incheia:

a) Oricand, daca este revocat de catre Asociatul Unic;

b) La demisia Administratorului din functia pe care o detine, sub rezerva unei notificari in scris trimisa Asociatului Unic cu 2 luni inainte, cu conditia ca in acest caz Asociatul Unic va analiza descarcarea de gestiune, iar daca o astfel de descarcare se va realiza fara un audit juridic si/sau financiar va lua o hotarare si va efectua toate inregistrarile solicitate de Registrul Comertului pentru a reflecta incheierea mandatului in timp corespunzator;

Sub rezerva unor dispozitii contrare ale legii, renuntarea are efect imediat, daca cel putin un administrator ramane in functie sau, in caz contrar, incepand din momentul in care Societatea numeste cel putin un administrator in mod valabil.

c) In alte cazuri stipulate de lege sau de contractul de management

and do not denounce them to the Sole Shareholder.

14.16. Any Director who, in a decisive issue, has contrary interests to the company's interests in own name or in the name of third parties, he will have to refrain from participating in the deliberation of such issue.

ARTICLE 15 TERMINATION OF THE DIRECTOR'S MANDATE

15.1. The mandate of the Director shall terminate:

a) At any time, if revoked by the Sole Shareholder;

b) Upon resignation of a Director from his position, subject to a 2 months prior written notification sent to the Sole Shareholder, provided that in such case the Sole Shareholder shall assess the Director's discharge of responsibilities and liabilities, and if such discharge is to be granted without a legal and/or financial audit, shall adopt a resolution, and shall perform all registrations required with the Trade Registry to reflect the termination of the mandate in due time;

Subject to contrary provisions of the law, the waiver has immediate effect, if at least one director remains in position or otherwise, since the moment when the Company appoints at least one director.

c) In any other cases provided by law or by the management agreement;

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încheiat între Administrator și Societate.

concluded between the Director and the Company.

ARTICOL 16 CENZORI/ AUDITORI FINANCIARI

ARTICLE 16 CENSORS/ FINANCIAL AUDITORS

16.1. Controlul managementului Societatii va fi realizat de către Asociatul Unic.

16.1. The control of the Company's management shall be conducted by the Sole Shareholder

16.2. Asociatul Unic poate delega efectuarea unui astfel de control cenzorilor/auditorilor financiari.

16.2. The Sole Shareholder may delegate the performance of such control to censors/financial auditors.

CAPITOL V

CHAPTER V

AN FINANCIAR; ALOCAREA PROFITULUI

FINANCIAL YEAR; PROFIT ALLOCATION

ARTICOL 17 AN FINANCIAR

ARTICLE 17 FINANCIAL YEAR

17.1. Anul financiar al Societatii începe la 1 ianuarie si se încheie la 31 decembrie în fiecare an.

17.1 The financial year of the Company begins on the 1st of January and ends on December 31st of each year.

17.2. Primul an financiar al Societatii va începe de la data înființării Societatii si se va încheia la data de 31 decembrie a aceluiasi an.

17.2 The first financial year of the Company shall start as of the Company's incorporation date and ends on December 31st of the same year.

ARTICOL 18 ALOCAREA PROFITULUI

ARTICLE 18 PROFIT ALLOCATION

18.1 Profitul Societatii va fi determinat pe baza declaratiilor financiare anuale efectuate ca urmare a prevederilor legale si aprobate de Asociatul Unic.

18.1 The Company's profit shall be determined based on the annual financial statements prepared pursuant to the legal requirements and approved by the Sole Shareholder.

18.2 Asociatul Unic va decide cu privire la alocarea profitului, repartizarea acestuia ca dividende sau reinvestirea acestuia

18.2 The Sole Shareholder shall decide upon the allocation of profit, its distribution as dividends or its reinvestment.

18.3 Dividendele vor fi platite într-o perioada care va fi stabilita prin decizia Asociatului Unic, dar nu mai târziu de termenul maxim stipulat de lege dupa aprobarea declaratiilor financiare anuale de către Asociatul Unic.

18.3 Dividends shall be paid within a period to be established by decision of the Sole Shareholder, but not later than the maximum term provided by law after the approval by the Sole Shareholder of the annual financial statements.

18.4 Dividendele pot fi platite optional trimestrial pe baza situatiilor financiare interimare.

18.4 Dividends may be paid out on a quarterly basis pursuant to and with the observance of the applicable law.

CAPITOL VI

PERSONALUL SOCIETATII

CHAPTER VI

COMPANY PERSONNEL

ARTICOL 19 PERSONALUL SOCIETATII

19.1 Administratorul va avea competenta de a decide cu privire la angajarea personalului adecvat pentru a indeplini obiectivele Societatii.

19.2 Pentru acest scop, Administratorul va avea competenta sa incheie contracte individuale de munca cu personalul Societatii, sa stabileasca remuneratia acestora in limitele impuse de Asociatul Unic, si, de asemenea, sa modifice si/sau sa incheie astfel de contracte, dupa caz.

19.3 Administratorul va intocmi organigrama Societatii, impreuna cu nivelele de remuneratie propuse si o vor trimite spre aprobare Asociatului Unic.

ARTICLE 19 COMPANY PERSONNEL

19.1 The Director shall be entitled to decide upon hiring adequate personnel for the purposes of fulfilling the Company's objectives.

19.2 For this purpose, the Director shall be entitled to conclude individual labour agreements with Company personnel, set forth their remunerations within the limits established by the Sole Shareholder, as well as amend and/or terminate such agreements, as applicable.

19.3 The Director shall draft the Company's organizational chart, together with the proposed remuneration levels and shall submit the same for approval of the Sole Shareholder.

CAPITOL VII

MODIFICAREA FORMEI JURIDICE A SOCIETATII; LICHIDAREA SI DIZOLVAREA SOCIETATII; LEGEA APLICABILA SI DIFERENDELE

CHAPTER VII

CHANGE OF CORPORATE FORM; LIQUIDATION & DISSOLUTION OF THE COMPANY; APPLICABLE LAW AND DISPUTES

ARTICOL 20 MODIFICAREA FORMEI JURIDICE A SOCIETATII

20.1 Societatea poate modifica forma juridica sau poate fuziona cu alte societati ca urmare a deciziei Asociatului Unic.

ARTICLE 20 CHANGE OF CORPORATE FORM

20.1 The Company may change its corporate form or merge with other companies pursuant to a decision of the Sole Shareholder.

ARTICOL 21 DIZOLVAREA SI LICHIDAREA

21.1 Urmatoarele vor constitui motive de dizolvare a Societatii:

ARTICLE 21 DISSOLUTION AND LIQUIDATION

21.1 The following shall constitute grounds for the dissolution of the Company:

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a) Imposibilitatea realizarii activitatii Societatii;

b) Falimentul Societatii;

c) Alte cazuri prevazute de lege.

21.2 Dizolvarea Societatii va fi inregistrata la Oficiul Registrului Comertului si va fi publicata in Monitorul Oficial al Romaniei in conformitate cu prevederile legale in vigoare.

21.3 Lichidarea Societatii se va face in conformitate cu prevederile legale aplicabile.

ARTICOL 22 LEGEA APLICABILA SI DIFERENDELE

22.1 Prezentul Act Constitutiv este guvernat de legislatia romaneasca.

22.2 Orice litigii in legatura cu Actul Constitutiv, daca nu sunt solutionate in mod amiabil, vor fi trimise spre solutionare instantelor competente din Romania.

CAPITOL VIII

DISPOZITII FINALE

ARTICOL 23 MODIFICAREA ACTULUI CONSTITUTIV

23.1 Orice modificari aduse prezentului Act Constitutiv vor fi efectuate prin intermediul deciziei Asociatului Unic, adoptate in conformitate cu legea si cu prezentul Act Constitutiv.

23.2 Prezentul Act Constitutiv va fi suplimentat cu prevederi ale Legii Societatilor si alte prevederi legislative aplicabile in vigoare, precum si cu prevederile oricarui alt contract incheiat intre Asociati.

ARTICOL 24 AUTONOMIA

a) Impossibility of achieving the Company's business activity;

b) Bankruptcy of the Company;

c) Other cases provided by law.

21.2 The dissolution of the Company shall be registered with the Trade Registry Office and shall be published in the Official Gazette of Romania in accordance with legal provisions in force.

21.3 The Company's liquidation shall be performed in accordance with the applicable legal provisions.

ARTICLE 22 APPLICABLE LAW AND DISPUTES

22.1 This Articles of Association is governed by the Romanian law.

22.2 Any disputes in connection with this Articles of Association, if not amicable settled, shall be submitted with the competent courts of law of Romania.

CHAPTER VIII

FINAL PROVISIONS

ARTICLE 23 AMENDMENT OF THE ARTICLES OF ASSOCIATION

23.1 Any amendments to this Articles of Association shall be made by way of a decision of the Sole Shareholder adopted in accordance with the law and this Articles of Association.

23.2 This Articles of Association shall be supplemented with the provisions of the Company Law and other applicable legislation in force, as well as with the provisions of any other agreement concluded between the Shareholders.

ARTICLE 24 SEVERABILITY

24.1 in cazul in care orice prevederi ale prezentului Act Constitutiv sunt declarate inoperative, ilegale, nule si anulabile de catre instanta, toate celelalte prevederi vor ramane in vigoare, sub rezerva prevederilor legale aplicabile.

24.1 Should any provision of this Articles of Association be declared inoperative, illegal, void or voidable by the Court, all the other provisions and conditions shall remain in force, subject to the applicable legal provisions.

ARTICOL 25 ACTIVE

25.1 Activele care reprezinta aportul Asociatilor la capitalul social al Societatii, ca de altfel si activele dobandite dupa incorporarea Societatii vor deveni proprietate a Societatii.

ARTICLE 25 ASSETS

25.1 The assets representing the Shareholders' contribution to the Company's share capital, as well as the assets acquired after the Company's incorporation shall become the Company's property.

ARTICOL 26 PRELUAREA

26.1 Toate acordurile si/sau tranzactiile efectuate de asociati anterior sau in timpul procesului de inmatriculare in legatura cu activitatea viitoare a Societatii vor fi preluate de Societate la momentul inregistrarii. Orice cheltuieli realizate de asociati cu privire la inmatriculare si activitatea viitoare a Societatii vor fi preluate de Societate si rambursate (ex.: taxe notariale, onorariu avocatial, furnizori, cheltuieli de cazare si transport, etc.) in baza documentelor relevante.

ARTICLE 26 TAKE OVER

26.1 All agreements and/or transactions performed by shareholders prior to or during the incorporation process in connection to the Company's future activity shall be taken over by the Company once incorporated. Any expenses incurred by the shareholders regarding the incorporation and the future activity of the Company shall be taken over by the Company and reimbursed at cost (i.e. notary fees, attorneys fees, suppliers, travel and accommodation expenses, etc.) based on supporting evidence.

Prezentul Act Constitutiv a fost redactat si semnat in 3 (trei) exemplare originale bilingve, in limbile romana si engleza. In cazul in care apar discrepante intre versiunea in limba romana si cea in limba engleza a prezentei hotarari, versiunea in limba romana va prevala.

In witness whereof, this Constitutive Act has been signed in 3 (three) bilingual original copies, in Romanian and English languages. Should any discrepancies arise between the Romanian version and the English version of this resolution, the Romanian version shall prevail.

MANEVI ZRT

Prin / By: Katalin Makkai

În calitate de Împuternicită/ As Attorney in Fact

REGISTRUL COMERȚULUI
ARHIVA
NR. 1
DE PE LÂNGĂ TRIBUNALUL SATU MARE

Anexa 1/ Schedule 1

Lista cu imobilele aportate/ List of the contributed real estate assets

Nr./No. crt.	Tip imobil și titlu de proprietate/ Immovable property type and property title	Adresa/Address	Nr. Carte funciara și cadastral / Land book and cadastrial no.	Suprafata mp. /Area sq.m.	Valoarea astfel cum rezulta din Raportele de Evaluare / Value EUR, as resulting from the Valuation Reports
1.	Teren și construcție / Land and construction	Baia Mare, str. Piata Libertatii Nr. 9, Jud Maramures, Romania	Teren / Land – 106918	Teren – 1.198 / Land – 1,198	5.021.104 / 5,021,104
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 1741/20.04.2021 de/by N.P. Rakoczi Ferencz Robert		Construcție /Construction – 106918-C1	Construcție / Construction – 577 la sol / at ground	

2.	Teren și construcție / Land and construction	Baia Mare, Piata Libertatii Nr. 8, Jud Maramures, Romania	Teren / Land – 124936	Teren / Land – 302	1.987.664 / 1,987,664
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 1744/20.04.2021 de/by N.P. Rakoczi Ferencz Robert		Construcție /Construction – 124936-C1	Construcție / Construction – 277 la sol / at ground	
3.	Teren și construcție / Land and construction	Baia Mare, Piata Libertatii Nr. 8, Jud Maramures, Romania	Teren / Land – 124937	Teren / Land – 180	475.892 / 475,892
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 1744/20.04.2021		Construcție /Construction – 124937-C1	Construcție / Construction – 141 la sol / at ground	

	de/by N.P. Rakoczi Ferencz				
4.	Teren și construcție / Land and construction	Băile Tușnad, str. K. Miklos nr. 52, Jud Harghita, România	Teren / Land – 50103	Teren / Land – 756	3.570.177 / 3,570,177
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 2145/15.07.2019 de/by N.P. Pynia Andrea		Construcție /Construction – 50103-C1	Construcție / Construction – 587 la sol / at ground	
5.	Teren și construcție / Land and construction	Băile Tușnad, str. K. Miklos nr. 52, Jud Harghita, România	Teren / Land – 50102	Teren / Land – 175	402.184 / 402,184
			Construcție /Construction – 50102-C1	Construcție / Construction – 122 la sol / at ground	

6.	Teren și construcție / Land and construction	Carei, str. 1 Decembrie nr. 1[illegible], Jud Satu Mare, România	Teren / Land – 111889	Teren / Land – 674	2.473.000 / 2,473,000
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 2311/10.12.2019 de/by N.P. Micu Elena Minerva		Construcție /Construction – 111889-C1	Construcție / Construction – 624 la sol / at ground	
7.	Teren și construcție / Land and construction	Băile Tușnad, str. Oltului nr. 98, Jud Harghita, România	Teren / Land – 50077	Teren – 2.325 / Land – 2,325	1.983.707/ 1,983,707
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 503/22.03.2021		Construcție /Construction – 50077-C1	Construcție / Construction – 632 la sol / at ground	

	de/by N.P. Szabo Noemi				
8.	Teren şi construcţie / Land and construction	Sighetul Marmaţiei, Piaţa Libertăţii nr. 8, Jud Maramureş, România	Teren / Land - 51821	Teren – 3.050 / Land – 3,050	6.678.315 / 6,678,315
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 4788/10.12.2019 de/by N.P. Sas Gheorghe		Construcţie /Construction – 51821-C1	Construcţie / Construction – 2.072 la sol / 2,072 at ground	
9.	Teren şi construcţie / Land and construction	Borsec, Bd-ul 7 Izvoare nr. 19, Jud Harghita, România	Teren / Land – 52224	Teren – 3.082 / Land – 3,082	2.023.282 / 2,023,282
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no.		Construcţie /Construction – 52224-C1	Construcţie / Construction – 1.650 la sol / 1,650 at ground	

	1122/16.07.2020 de/by N.P. Duminică Aniela				
10.	Teren și construcții / Land and constructions -	Jibou, str. Wesselenyi nr. 16/A, Jud Salaj, România	Teren / Land – 51182	Teren – 13.076 / Land – 13,076	4.056.458 / 4,056.458
	Contract de vânzare autentificat sub numărul/Sale agreement authenticated under no. 611/27.04.2021 de/by N.P. Oana Mihuțiu		Construcție /Construction – 51182-C1	Construcție / Construction – 1.000 la sol / 1,000 at ground	
			Construcție /Construction – 51182-C2	Construcție / Construction – 913 la sol / at ground	
			Construcție /Construction – 51182-C3	Construcție / Construction – 288 la sol / at ground	

ROMÂNIA
Uniunea Naţională a Notarilor Publici
BIROU INDIVIDUAL NOTARIAL ALEXANDRU DEDULEA
Licenţa de funcţionare nr. 331/3957/06.11.2019
Sediul: Arad, B-dul G-ral V. Milea nr. 11, ap.2, jud.Arad
E-mail:alexandrudedulea@gmail.com

ÎNCHEIERE DE AUTENTIFICARE NR. 2803
Data 15.10.2021

---În faţa mea, **DEDULEA ALEXANDRU** notar public, la sediul biroului s-a prezentat:-
- **MA[redacted]KAI KATALIN**, cetaţean roman, domiciliata în mun[redacted]tr.[redacted] nr.[redacted], jud.[redacted], identificata cu[redacted] seria[redacted] nr[redacted] eliberată de SPCLEP[redacted] CNP[redacted], în calitate de mandatara conform procurii speciale autentificata sub nr. 2730/06.10.2021 la BIN Alexandru Dedulea, cu sediul în Arad, B-dul G-ral Vasile Milea nr. 11, ap. 2, jud. Arad, care după ce a citit actul, a declarat că a înţeles conţinutul şi consecinţele juridice, că cele cuprinse în act reprezintă voinţa acesteia şi a consimţit la autentificarea prezentului înscris şi a semnat unicul exemplar.----------

În temeiul art.12 lit."b" din Legea notarilor publici şi a activităţii notariale nr. 36/1995, republicată, cu modificările ulterioare

----------**SE DECLARĂ AUTENTIC PREZENTUL ÎNSCRIS.**----------

- S-a achitat onorariul de 500 lei+TVA 95 lei, achitat cu OP nr. 92

NOTAR PUBLIC,
DEDULEA ALEXANDRU

Prezentul duplicat s-a întocmit în 3 (trei) exemplare, de DEDULEA ALEXANDRU, notar public, astăzi data autentificării actului, şi are aceeaşi forţă probantă ca originalul.

NOTAR PUBLIC
S.S DEDULEA ALEXANDRU

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.....
LS

OFICIUL REGISTRULUI COMERŢULUI
ARHIVA
NR. 1
DE PE LÂNGA TRIBUNALUL SATU M[illegible]