

ARTICLES OF ORGANIZATION

OF

POMPAY GROUP LLC

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age and acting as the organizer of the limited liability company (the "company") hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

POMPAY GROUP LLC

SECOND: The purpose of the limited liability company is:

To engage in any lawful act or activity for which limited liability companies may be organized under the LLCL.

THIRD: The county within the State of New York in which the office of the limited liability company is to be located is Nassau.

FOURTH: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address to which the Secretary of State shall mail a copy of any process served upon the Company is:

77 Magnolia Avenue
Garden City, N.Y. 11530

FIFTH: The Company is to be managed by one or more Members.

SIXTH: The Company shall have the power to indemnify, to the full extent permitted by the LLCL, as amended from time to time, all persons whom it is permitted to indemnify pursuant thereto.

IN WITNESS WHEREOF, the undersigned has subscribed this certificate and hereby affirms the foregoing as true under the penalties of perjury.

Dated: November 10, 2011



Scott J. Schuster
Sole Organizer
283 Washington Avenue
Albany, NY 12206



**Single-Member
Limited Liability Company
Operating Agreement**

This Operating Agreement (this "Agreement") is adopted, executed, and agreed to this day of December, 2011 by JOHN POMPAY, a resident of the State of New York, with an address at 77 Magnolia Avenue, Garden City, New York 11530 as sole member (the "Member").

**Article I
Formation and Name: Office; Purpose; Term**

1.1. Organization.

1.1.1. The Member is organizing a limited liability company pursuant to the New York Limited Liability Company Law, as amended from time to time (the "Law"), and pursuant to the provisions of this Agreement and, for that purpose, has caused the Articles of Organization to be prepared, executed, and filed with the New York Department of State on November 14, 2011.

1.1.2. JOHN POMPAY is hereby designated as an authorized person, within the meaning of the Law, to execute, deliver and file the articles of organization of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to do business.

1.2. *Name of the Company.* The name of the limited liability company shall be POMPAY GROUP LLC, (the "Company"). The Company may do business under that name and under any other name or names upon which the Member decides. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by General Business Law §130.

1.3. *Purpose.* The Company is organized for the purpose of consulting and to do any and all things necessary, convenient, or incidental to that purpose.

1.4. *Term.* The term of the Company shall begin upon the filing of Articles of Organization with the New York Department of State and shall continue for 99 years unless its existence is sooner terminated pursuant to Article VII of this Agreement.

1.5. *Registered Agent.* The name and address of the Company's registered agent in the State of New York shall be JOHN POMPAY, 77 Magnolia Avenue, Garden City, N.Y. 11530.

1.6. *Members.* The name, present mailing address and taxpayer identification number of the Member is as follows:

Name
JOHN POMPAY

Address
77 Magnolia Avenue
Garden City, N.Y. 11530

Taxpayer Identification
(Social Security) Number

Article II
Member; Capital

2.1. *Initial Capital Contribution.* Upon the execution of this Agreement, the Member is contributing to the company cash in the amount of \$1,000.00.

2.2. *No Additional Capital Contributions Required.* The Member shall not be required to contribute any additional capital to the Company. The Member shall not have any personal liability for any debt, obligation or liability of the Company.

2.3. *No Interest on Capital Contributions.* The Member shall not be paid interest on its Capital Contribution.

2.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, the Member shall not have the right to receive any return of its Capital Contribution.

2.5. *Form of Return of Capital.* If the Member is entitled to receive a return of its Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Member in return of the Capital Contribution.

2.6. *Loans.* The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms as determined by the Member.

Article III
Profit, Loss, and Distributions

3.1. *Distributions of Cash Flow.* Cash Flow for the Company may be distributed to the Member at such times and in such amounts as determined by the Member.

Article IV
Management: Rights, Powers, and Duties

4.3. *Management.*

4.3.1. The Company shall be managed by the Member. The Member shall have the full and exclusive right and power to act for and bind the Company.

4.3.2. The Member may cause the Company to employ and retain such other persons as may be necessary or appropriate for the conduct of the Company's business, on such terms as the Member shall determine, including persons who may be designated as officers. The officers of the Company shall have the titles, powers and duties delegated to them by the Member. Any number of titles may be held by the same officer.

4.3.3. The Member shall have the power and authority to delegate his or her right and power to manage and control the business and affairs of the Company to one or more other persons (including one or more committees, managers and agents, employees and/or affiliates of a manager), including delegation by management agreement or other arrangement.

4.4. *Liability and Indemnification.*

4.4.1. Except as otherwise provided by law, no Member [or delegate of the Member] shall be liable, responsible or accountable in any way for damages or otherwise to the Company or to any of the Members for any act or failure to act pursuant to this Agreement or otherwise unless there is a judicial determination that (i) such person acted in bad faith, (ii) the conduct of such person constituted intentional misconduct or a knowing violation of law, (iii) such person gained a financial benefit to which he or she was not legally entitled or (iv) such person failed to perform his or her duties, specifically with respect to distributions under section 508(a) of the Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

4.4.2. The Company shall indemnify, defend and hold harmless the Member [and any delegate of the Member (severally,] (the "Indemnitee" [and collectively, the "Indemnitees"]), from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnitee pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; provided, however, that an Indemnitee shall not be entitled to indemnification hereunder if there is a judicial determination that (a) such Indemnitee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (b) such Indemnitee personally gained a financial benefit to which the Indemnitee was not legally entitled.

Article V Transfers of Interest

5.1. *Transfers.* The Member may transfer in whole or in part its interest in the Company. Upon

the death of a Member, the personal representative of the Member's estate shall automatically be entitled, at his or her election in writing within 90 days after the death of the Member, to be admitted as the Member.

Article VI Admission of Additional Members

6. *Admission of Additional Members.* The Member may admit one or more additional members to the Company.

Article VII Dissolution, Liquidation, and Termination of the Company

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. when the period fixed for its duration in Section 1.4 has expired;

7.1.2. upon the consent of the Member;

7.1.3. if at any time there are no members, the limited liability company is not dissolved and is not required to be wound up if within 90 days after the occurrence of the event that terminated the continued membership of the Member, the personal representative of the Member agrees in writing to continue the limited liability company and to the admission of the personal representative of the Member or its nominee or designee to the limited liability company as a member, effective as of the last occurrence of the event that terminated the continued membership of the Member.

7.1.4. upon the entry of a decree of judicial dissolution under Section 702 of the Law.

Article VIII General Provisions


8.1. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

8.2. *Article and Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

8.3. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the Member has executed, or caused this Agreement to be executed as of the date set forth herein-above.

MEMBER



JOHN POMPAY



AKTI ORGANIZIMIT I

POMPAY GROUP LLC

Sipas Seksionit 203 te Ligjit per Shoqerine me Pergjegjesi te Kufizuar

I NENSHKRUARI, nje individ me nje moshe te pakten tetembadhjete (18) vjecare dhe I cili vepron si themeluesi i shoqerise me pergjegjesi te kufizuar (ne vijim "shoqeria") e cila po krijohet sipas Seksionit 203 te Ligjit per Shoqerine me Pergjegjesi te Kufizuar te Shtetit te New York verteton se:

E PARA: Emri i shoqerise me pergjegjesi te kufizuar eshte:

POMPAY GROUP LLC

E DYTA: Objekti I aktivitetit te shoqerise me pergjegjesi te kufizuar eshte:

Te angazhohet ne cdo akt apo aktivitet te ligjshem per te cilat shoqerite me pergjegjesi te kufizuar mund te themelohen ne perputhje me LSHPK.

E TRETA: Qarku brenda Shtetit te New York ne te cilen zyra e shoqerise me pergjegjesi te kufizuar do te kryej aktivitetin eshte Nassau.

E KATERTA: Sekretari i Shtetit eshte caktuar si agjenti i Shoqerise kundrejt te cilit proceset kunder Shoqerise mund te njoftohen. Adresa e zyres postare tek e cila Sekretari i Shtetit do te dergoje kopje te cdo procedure kundrejt Shoqerise eshte:

77 Magnolia Avenue
Garden City, N.Y. 11530

E PESTA: Shoqeria do te administrohet nga nje apo me shume anetare.

E GJASHTA: Shoqeria ka tagren te shperbleje, per aq sa e lejon LSHPK, i ndryshuar, te gjithë personat te cilet mund te shperblehen sipas saj.

NE DESHMI TE KESAJ, i nenshkruari ka depozituar kete certifikate dhe nepermjet kesaj deklarone se te deklarimet e meparshme jane te verteta nen denimet per deshmi te rreme.

Date: 10 Nentor 2011

(nenshkrimi)

Scott J. Schuster

Themelues i Vetem

238 Washington Avenue

Albany, NY 12206

E. Evelyn Haxhia (Porky)


**Marreveshja e Funkcionimit (Statuti)
i Shoqerise me Pergjegjesi te Kufizuar
me Ortak te Vetem**

Kjo Marreveshje Funkcionimi ("Marreveshja") eshte miratuar, nenshkruar, dhe rene dakord me Dhjetor 2011, nga JOHN POMPAY, resident i Shtetit te New York, me adrese ne 77 Magnolia Avenue, Garden City, New York 11530 si ortak i vetem ("Ortaku").

Neni I

Themelimi dhe Emri; Objekti; Afati

1.1. Themelimi

1.1.1. Ortaku ka themeluar nje shoqeri me pergjegjesi te kufizuar ne perputhje me Ligjin e Shoqerise me Pergjegjesi te Kufizuar te Shtetit te New York, te ndryshuar ("Ligji"), dhe ne perputhje me parashikimet e kesaj Marreveshje dhe, per kete qellim, ka pergatitur, nenshkruar, dhe depozituar Aktin e Organizmit prane Departamentit te Shtetit te New York me 14 nentor 2011.

1.1.2. JOHN POMPAY eshte caktuar nepermjet kesaj si person i autorizuar, sipas perkufizimit te Ligjit, te nenshkruaje, dorezoje dhe depozitoje aktin e organizimit te Shoqerise (si dhe cdo ndryshim dhe/ose riparaqitje te tij) dhe cdo certifikate tjeter (si dhe cdo ndryshim dhe/ose riparaqitje te saj) te nevojshme per te lejuar Shoqerine te kryej biznes ne nje juridiksion ne te cilin Shoqeria deshiron te kryej biznes.

1.2. **Emri i Shoqerise.** Emri i shoqerise me pergjegjesi te kufizuar do te jete POMPAY GROUP LLC ("Shoqeria"). Shoqeria mund te kryej biznes nen kete emer dhe nen cdo emri tjeter sic e vendos Ortaku. Nese Shoqeria kryen aktivitet tregtar nen nje emer tjeter nga i percaktuar ne Aktin e Organizimit, atehere Shoqeria duhet te depozitoje nje certifikate sic kerkohet nga Ligji i Pergjithshem i Biznesit nr 130.

1.3. **Objekti.** Shoqeria eshte themeluar per qellimin e ofrimit te sherbimeve te konsulences dhe te kryej cdo dhe te gjitha veprimet e nevojshme, te pershtatshme, ose te nderlidhura per kete qellim.

1.4. **Afati.** Afati i Shoqerise do te filloje me dorezimin e Aktit te Organizimit prane Departamentit te Shtetit te New York dhe do te vazhdoje per 99 vjet nese ekzistenca e saj nuk nderpritet me heret ne perputhje me Nenin VII te kesaj Marreveshje.

1.5. **Agjenti i Regjistruar.** Emri dhe adresa e agjentit te regjistruar te Shoqerise ne Shtetin e New York do te jete JOHN POMPAY, 77 Magnolia Avenue, Garden City, N.Y. 11530.

1.6. **Ortaket.** Emri, adresa e postes dhe numri i identifikimit te tatimpaguesit te Ortakut eshte si ne vijim:

Emri
JOHAN POMPAY

Adresa
77 Magnolia Avenue

Numri i Identifikimit
te Tatimpaguesit

Eusebio Hoxha (Bash)


Garden City, N.Y. 11530

**Neni II
Ortaku; Kapitali**

- 2.1. *Kontributi i Kapitalit Fillestar.* Me nenshkrimin e kesaj Marreveshje, Ortaku ka kontribuar ne Shoqeri me para te thata ne vleren prej \$ 1,000.00.
- 2.2. *Mungesa e Kerkeses per Kontribute Shtese ne Kapital.* Ortakut nuk do ti kerkohet te kontribuojte ndonje kapital shtese ne Shoqeri. Ortaku nuk do te kete pergjegjesi personale ndaj ndonje borxhi, detyrimi ose pergjegjesie te Shoqerise.
- 2.3. *Pa Interesa ne Kontributet e Kapitalit.* Ortakut nuk do i paguhen interesa mbi Kontributet e Kapitalit te tij.
- 2.4. *Kthimi i Kontributeve te Kapitalit.* Me perjashtim te rastit kur parashikohe ndryshe ne kete Marreveshje, Ortaku nuk ka te drejte te perftoje asnje kthim te Kontributit te Kapitalit te tij.
- 2.5. *Forma e Kthimit te Kapitalit.* Nese Ortakut i lind e drejta te perftoje nje kthim te Kontributit te Kapitalit te tij, Shoqeria mund t'i shperndaje Ortakut para te thata, deftese pagese, pasuri, ose nje nderthurrje e tyre ne kembim te Kontributit te Kapitalit.
- 2.6. *Huate.* Ortaku mundet, ne cdo moment, te kryej ose te shkaktojte nje hua per t'u kryer nga Shoqeria ne cdo shume dhe sipas kushteve te percaktuara nga Ortaku.

**Neni III
Fitimi, Humbja, dhe Shperndarja**

- 3.1. *Shperndarja e Fluksit te Parave.* Fluksi i Parave te Shoqerise mund t'i shperndahen Ortakut ne kohen dhe vleren sic percaktohet nga Ortaku.

**Neni IV
Administrimi: te Drejttat, Tagrat, dhe Detyrimet**

4.3. *Administrimi.*

- 4.3.1. Shoqeria do te administrohet nga Ortaku. Ortaku ka te drejta dhe tagra te plota dhe ekskluzive te veprave ne emer te dhe te detyroje Shoqerine.
- 4.3.2. Ortaku nepermjet Shoqerise mund te punesoje dhe mbaje cdo person tjeter sipas nevojës dhe e.pershtatshme per ushtrimin e aktivitetit tregtar te Shoqerise, sipas kushteve te percaktuara nga Ortaku, perfshire personat te cilet mund te caktohen si zyrtare. Zyrtaret e Shoqerise do te kene titujt, tagrat dhe detyrat te cilat do ju caktohen nga Ortaku. Disa tituj njekohesisht mund te mbahen nga i njejt zyrtar.


Emri i Shoqerise (Partner)
Enxhela Hoxha (Partner)


4.3.3. Ortaku do te kete tagren dhe autoritetin te delegoje te drejten dhe tagrin e tij apo te saj per te administruar dhe kontrolluar biznesin dhe aktivitetin e Shoqerise tek nje ose me shume personave (perfshire nje ose me shume komitete, menaxhere dhe agjente, punemarres dhe/ose te ngjashem me administratorin), perfshire delegimin nepermjet marreveshjes se administrimit ose ndonje marreveshje tjeter.

4.4. *Pergjegjesia dhe Shperblimi.*

4.4.1 Peverc kur parashikohet ndryshe me ligj, asnje Ortak [ose i deleguar i Ortakut] nuk do te jete pergjegjes, i detyruar dhe do jape llogari ne asnje menyre per demet ose te tjera ndaj Shoqerise ose ndaj cconjerit prej Ortakeve per cdo veprim ose mosveprim sipas kesaj Marreveshje ose te ndryshme peverc se ka nje vendim gjyqesor i cili shpreh se (i) ky person ka vepruar me keqbesim, (ii) veprimi i ketij personi perben shkelje e qellimshme ose dijeni per shkelje te ligjit, (iii) ky person ka perftuar nje perfitim financiar ndaj te cilit ai ose ajo nuk kishte te drejta ose (iv) ky person deshtoi te permbushe detyrat e tij ose te saj, vecanerisht ne lidhje me shperndarjet sipas seksionit 508(a) te Ligjit, ne mirebesim dhe me nivelin e kujdesit qe nje person i zakonshem i kujdesshem ne nje pozite te ngjashme do te vepronte ne rrethana te ngjashme.

4.4.2. Shoqeria do te zhdemtoje, mbroje dhe mbaje te pademtuar Ortakun [dhe cdo te deleguar te Ortakut (vecmas,] (i "Zhdemtuar" [dhe se bashku, te "Zhdemtuarit"]), nga dhe kundrejt cdo pretendimi, humbje, pergjegjesive, demeve, gjobave, denimeve, kostove dhe shpenzimeve (perfshire, pa kufizim, tarifat e arsyeshme dhe disbursimet e avokateve dhe te profesionisteve te tjere) te cilat lindin nga ose ne lidhje me cdo veprim ose mosveprim nga nje i Zhdemtuar sipas kesaj Marreveshje, ose te biznesit dhe puneve te Shoqerise, per aq sa lejohet nga ligji; duke patur parasysh, megjithate, se nje i Zhdemtuar nuk do te kete te drejte te demshperblehet nese eshte vendosur me vendim gjykate se (a) veprimet apo mosveprimet e ketij te Zhdemtuarit jane kryer ne keq besim ose kane qene rezultati i nje pandershemerie te paramenduar dhe kane qene vendimtare per shkaktimin e veprimeve te gjykuara, ose (b) ky i Zhdemtuar ka perfituar personalisht nje perfitim financiar ndaj te cilit i Zhdemtuarit nuk kishte te drejte ligjerisht.

Neni V Transferimi i Pjesemarrjes

5.1. *Transferimet.* Ortaku mund te transferoje plotesisht apo pjeserisht pjesemarrjen e tij ne Shoqeri. Me vdekjen e nje Ortaku, perfaqesuesi personal i pasurise se Ortakut do te kete te drejte ne menyre automatike, me kerkesen e tij apo te saj me shkrim brenda 90 diteve pas vdekjes se Ortakut, te pranohet si Ortak.

Neni VI Pranimi i Ortakeve te Tjere

6.1. *Pranimi i Ortakeve te Tjere.* Ortaket mund te pranojne nje ose me shume Ortake te tjere ne Shoqeri.

Neni VII

Evis Lela Hoxha (Postiq)


Shperberja, Likujdimi, dhe Perfundimi i Shoqerise

7.1. *Rastet e Shperberjes.* Shoqeria do te shperbehet nese ndodhin cdonjeri prej rasteve ne vijim:

7.1.1. me perfundimin e afatit te percaktuar ne Seksionin 1.4;

7.1.2. me vullnetin e Ortakut;

7.1.3. nese ne cdo moment nuk ka me ortake, shoqeria me pergjegjesi te kufizuar nuk shperbehet dhe nuk nevojitet te perfundoje nese brenda 90 diteve pas ndodhise se eventit i cili solli perfundimin e ortakerise se vazhdueshme te Ortakut, perfaqesuesi personal i Ortakut pranon me shkrim te vazhdoje shoqerine me pergjegjesi te kufizuar dhe pranimin e perfaqesuesit personal te Ortakut ose te personit te emeruar apo caktuar prej tij si ortak ne shoqerine me pergjegjesi te kufizuar, e cila hyn ne fuqi nga ndodhia e fundit e rastit qe perfundoi ortakerine e vazhdueshme te Ortakut.

7.1.4. me leshimin e nje vendimi gjyqesor per shperberjen sipas Seksionit 702 te Ligjit.

Neni VIII

Parashikime te Pergjithshme

8.1. *Ligji i Zbatueshem.* Te gjitha problematikat ne lidhje me krijimin, vlefshmerine, dhe interpretimin e kesaj Marreveshje dhe te permbushjes se detyrimeve te percaktuara nga kjo Marreveshje do te rregullohen nga ligji i brendshem, jo nga ligji i mosmarreveshjeve, i Shtetit te New York.

8.2. *Titujt e Neneve dhe Kapitujve.* Titujt ketu jane perdorur vetem per qellim lehtesie dhe nuk perkufizojne, kufizojne, ose pershkruajne qellimin e kesaj Marreveshje ose te synimit te parashikimeve ne te.

8.3. *Ndashmeria e Dispozitave.* Secila dispozite e kesaj Marreveshje do te konsiderohet e ndare; dhe nese, per cfaredolloj arsye, ndonje parashikim apo dispozite do te percaktohen si te pavlefshme dhe ne kundërshtim me cdo ligj te tashem apo te ardhshem, kjo pavlefshmeri nuk do te demtonte veprimin apo te afektonte ato pjese te kesaj Marreveshje te cilat jane te vlefshme.

NE DESHMI TE KESAJ, Ortaku ka nenshkuar, ose ka shkaktuar nenshkrimin e kesaj Marreveshje ne daten e percaktuar me siper.

ORTAKU
(nenshkrimi)

JOHN POMPAY

Enxhela Hoxha (Postiq)


REPUBLIKA E SHQIPËRISË
DHOMA E NOTERËVE TIRANË

Nr. Rep

1386

Tiranë, 02.2019

VËRTETIM PËRKTHIMI

Vërtetohet firma e përkthyeses Erisilida Hoxha (Pashaj), përkthyesë zyrtare e Ministrisë së Drejtësisë, banuese në Tiranë dhe e njohur personalisht prej meje Noterit, e cila deklaroi se përkthimi i mesiperm nga anglisht në shqip, është në përputhje me origjinalin dhe e nënshkroi atë në baze të ligjit, në praninë time.

NOTER

NOTERE
Mithatë E. Donollari
Nr. 2416010404
Tel: 0682061560



REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
NOTERE MAJLINDA E. DEMOLLARI
NR. Rep

0394

VERTETIM

Sot me date 25.02.2019 (dymije e nentembdhjete) ne dhomen e Notereve ne Tirane para meje Noteres Majlinda E. Demollari, me seli ne Tirane ne Rr. "Vaso Pasha" u paraqit personalisht :

madhor dhe me zotesi juridike per te vepruar, e kerkoi te beje vertetimin e kopjes me origjinalin te dokumentit.

Nga verifikimi dhe krahasimi vertetohet se njesia eshte kopje e njejte me origjinalin.

Vertetimi i dokumentit u be ne baze te nenit 56 te Ligjit 7829 te dates 01.06.1994 "Per Noterine" (i ndryshuar me udhezimin e Ministrise te Drejtesise me nr. 6291 te dates 17.08.2005, pika 3, 4, 7).

NOTERE
Majlinda E. Demollari
NIP: 241606000
Tel: 0682061500

