HELLENIC REPUBLIC LESVOS CHAMBER

DEPARTMENT: REGISTER/ General Trade Register Service

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PC: 81100

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THE CHAIRMAN OF THE LESVOS CHAMBER Announces that:

On the 22/01/2016, the attached private agreement dated 21 January 2016 for the establishment of a company was posted in the General Trade Register (GTR) of the Lesvos Chamber.

The summary of the statutes is as follows:

Name: BETTER DAYS FOR MORIA - CIVIL NON-FOR-PROFIT COMPANY

Distinctive Title: BETTER DAYS FOR MORIA OF LESVOS

GTR: 137626342000

DURATION: Indefinite time

Partners: 1) Anrika Velychlo (father name Valerij), Swiss Passport Number X3712441 and TRN 167364769, and 2) Elena Moustaka (father name Nikita), Cypriot Passport Number E 231283 and TRN 129699687

Headquarters: Municipal Department of Mytilene – Moria PC 81100

The objectives of this Company are:

- A) Support, preparation, organisation, response to exceptional (emergency) needs and general operation of refugee camp
- B) Coordination of sponsors, individuals, groups of government or private funds, subsidies or grants offered to the company to be used for the maintenance and improvement of the camp, or to the company to be used for support and financing of similar companies or volunteers who are active in similar cases
- C) Negotiation of contracts for the hiring or purchasing of goods, services, means, land or other properties which can be considered useful for the operation of the camp or the wider objectives of the company
- D) Covering of the basic expenses of the volunteers in view of the need for the team to have experienced personnel, as well as the need to have on the island of Lesvos a considerable number of volunteers who offer support
- E) Financial support of the team which works at the base or for the objectives of the company
- F) Construction of all kinds of temporary or permanent accommodation for the needs of the refugees

Administrator: the two partners are appointed as administrators, representatives and treasurers of the company.

On Instruction of the President

The Head of the Department of the

REGISTER/ General Trade Register Service

Panayiotis Dounias

The authenticity of the present document can be verified at https://www.businessregistry.gr/publicity.aspx

I certify that the above text is an exact translation in English, of the original attached certificate, of the Greek language.

Mytilene, February 29, 2016

The Lawyer

Evangelos Zografos

Validated the authenticity of the signature of the lawyer and member of the Law Bar of Mytilene Evangelos Zografos with registration number 310.

Mytilene, February 29, 2016

The President

D. Kallias

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AGREEMENT FOR THE CONSTITUTION OF A CIVIL NON-FOR-PROFIT COMPANY

Today 21st of January 2016 in Mytilene the following have been agreed and were mutually accepted by the contracting parties, i.e.: a) Anrika Velychko (father's name Valerij), owner of the passport under number X371441/04-09-2013 of the Swiss Authorities, resident of Mytilene, Tax Registration Number (TRN) 167364769 of the Public Financial Service (PFS) of Mytilene, and b) Elena Moustaka (father's name Nikitas), owner of the passport under number E231283/12-07-2006 of the Cyprus Authorities, resident of Mytilene with TRN 129699687 of the PFS of Mytilene:

The contracting parties decided the establishment as of today of a non-for-profit company, the functioning and activation which are governed by the following specially set up conditions and side agreements, which are considered by all parties as essential.

- NAME: the name of the company is defined and consists of the phrases "BETTER DAYS FOR MORIA – CIVIL NON-FOR-PROFIT COMPANY" and with distinctive title "BETTER DAYS FOR MORIA OF LESVOS", in Latin characters "BETTER DAYS FOR MORIA OF LESVOS".
- 2. **HEADQUARTERS:** the headquarters of the company are established in the municipality of Lesbos and in particular the area city section of Mytilene

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- 4. **DURATION:** the duration of the company is agreed and determined for indefinite time, which begins on the moment of signature of the present private agreement (statutory) constitution of the company and is valid as long as it can fulfil its objectives and disposes of the necessary funds and means for these objectives. The dissolution of the company is decided by the majority of the partners.
- 5. **RESOURCES:** with this document the contracting parties partners further agree that they will contribute through their personal work, for the promotion and fruition of the common, non-for-profit objectives of the company, and that efforts will be exerted for securing funds through all types of grants, subsidies and financing.
- 6. It is specifically and explicitly stated with the present (document) that the objective of the company is clearly non-for-profit, (and) in the sense of the law, and, for this reason, the company property consists of the contributions of the partners, of regular or special support and subsidisation by themselves or third persons, physical or legal; also the contracting parties can receive on behalf of the company, with the view of achieving, promoting and succeeding the objectives of the company, all kind, nature and level of financial and other subsidies, amenities and support from state and all other kind of institutions, organisations, associations, clubs and operators.
- 7. ADMINISTRATORS: The two partners are hereby appointed as the administrators, representatives and treasurers of the company, who will manage the company's affairs and represent the company together, executing all management acts towards the achievement of the company's objectives and binding the company versus any third physical or legal person, the judicial authorities and every authority in general. It is explicitly agreed that each of the two partners, in the eventuality of the other's absence or impediment, or for the facilitation of the company's operation, can authorize with a notarized power of attorney the other partner to conclude and sign all or part of the above actions, which will be precisely defined in the notarised power of attorney. In addition, the above administrators and representatives of the company may authorize, with a notarized power of attorney, a third person of common acceptance; the notarized power of attorney will be done by

- consensus and with the mandate and signature of both partners for the conclusion and signature of all or part of the above actions.
- **8. NEW MEMBERS**: For the acceptance of a new member in the company and following the common consent of all the parties, the modification of the present constitution is required. For a new member to be accepted into the company his/hersunconditional attachment to the company's objectives is a prerequisite.

9. EXIT OF PARTNERS

- 1. The death or the legal prosecution of one of the partners does not lead to the dissolution of the company but to the departure of this partner from the company,
- 2. Each partner can, with a written statement to the company and the other shareholders, announce his/hersdeparture from the company.
- 3. In the eventuality that, with the departure of one partner there remains only one partner, the company will dissolve if there is no public announcement within 2 months if a new partner joining the company.
 - **10. AMMENDEMENTS:** The constitution can be changed only following the partners' decision. Every amendment has to be done in writing and in a publicized form.

Following all the above agreed and accepted by the contracting parties, the present agreement was established, which consists of ten (10) articles and, given that it was read since it has been recognized and approved by all the parties, it has been signed by them as required, considered and approved by all the contracting parties, it was signed by them as follows for credit and certification, and each of them has received as proof and verification each of them has received an identical copy.

Contractors partners

(Signatures)

Lesvos Chamber

Office of Gtr

No 621/2016

Filed Today 22/01/2016

Day: Friday and Time 14:00

Registered in the General

Trade Register (GTR) with

No 541523 (KAK)

No GTR: 137626342000

Panagiotis Dounias

(signature)

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