

REPUBLIKA E SHQIPERISE

DHOMA E NOTERISE TIRANE

NR. REP 2902

NR. KOL 1221

MARREVESHJE PER TRANSFERIMIN E KUOTAVE

(Mareveshje Transferimi)

Ne Tirane, Shqiperi, sot me 14 Prill 2008, ne pranine time Mimoza Sadushaj, Notere e Dhomes se Notereve te Tiranës, dhe ne prezencen e perkthyeses te gjuhes angleze Evisa Shehi, u paraqiten palet si me poshte:

Z. Ilir Trebicka, lindur ne Tirane, me 25 Maj 1954, me nenshtetesi shqiptare dhe mbajtes i pasaportes Z 0778074 me tej referuar si "**Shitesi**",

dhe

STRABAG SE, shoqeri e krijuar dhe organizuar ne baze te ligjeve te Republikës se Austrisë, me seli te regjistruar ne, Austri, Villach, Triglavstraße 9, regjistruar ne Landesgericht Klagenfurt, me numer regjistrimi FN 88983 h, me tej referuar si "**Bleresi**", i perfaqesuar ne menyren e duhur nga Z. Frank Norbert Weimer, ne baze te Prokures se Posacme qe eshte leshuar ne emer te tij nga STRABAG me 2 Prill 2008;

dhe

Trema Engineering 2 sh.p.k, nje shoqeri me pergjegjesi te kufizuar, organizuar ne baze te ligjeve shqiptare, me zyre ne adresen "Rr. Deshmoret e 4 Shkurtit", Tirana, Albania, regjistruar ne Qendren Kombetare te Regjistrimit me Numer Unik Identifikimi (NIPT) K21401004R, si pale e trete ne kete Marreveshje Transferimi, me tej referuar si "**Shoqeria**"

DUKE QENE SE:

- a) Shitesi dhe Bleresi kane nenshkruar ne menyre te ligjshme nje Marreveshje per Shitjen e Kuotave, me date 14 Janar 2008 (shkurtimisht referuar si "**MSHK**"), ne baze te se ciles Shitesi pranon te shese dhe Bleresi pranon te bleje 156,451 kuota qe perfaqesojne 51% te kapitalit themeltar te Shoqerise (referuar si "**Kuotat e Trasferuara**" ose "**Kuotat**");

M.T.



- b) Shitesi dhe Bleresi e kane kushtezuar Mbylljen e MSHK-se dhe transferimin e Kuotave tek Bleresi me permbushjen ne menyre te kenaqeshme te kushteve dhe angazhimeve te parashikuara ne seksionin 5 dhe 6 te MSHK-se (referuar si **“Kushtet dhe Angazhimet”**);
- c) Sipas seksionit 7.1.1. dhe 7.1.2. te MSHK-se Palet pranojne qe Kushtet dhe Angazhimet jane permbushur ne menyre te kenaqeshme ne momentin qe kryhen veprimet e parashikuara ne keto seksione (the **“Veprimet”**);
- d) Nenshkrimi i kesaj Marreveshjeje Transferimi nenkupton permbushjen ne menyre te kenaqeshme te te gjitha Kushteve dhe Angazhimeve si dhe kryerjen e Veprimeve me qellim transferimin efektiv te Kuotave te Transferuara dhe regjistrimin e Kuotave te Transferuara ne emrin e Bleresit prane Qendres se Regjistrimit te Bizneseve (referuar si **“QKR”**);
- e) Pervese kur parashikohet ndryshe ne kete marreveshje, termat me shkronja kapitale do te kene te njejtin kuptim qe i eshte dhene ne MSHK.

Palet, mbi bazen e veprimeve te meposhtme, njohin dhe deklarojne si vijon:

1. PERBUSHJA NE MENYRE TE KENAQESHME E KUSHTEVE DHE ANGAZHIMEVE

Kushtet dhe Angazhimet e parashikuara ne seksionin 5 dhe 6 te MSHK-se jane permbushur ne menyre te kenaqeshme, dhe ne menyre te vecante:

- a) Me 14 Mars 2008, Shitesi dhe Bleresi kane nenshkruar Marreveshjen e Ortakeve e cila do te hyje ne fuqi menjehere pas regjistrimit te Kuotave te Transferuara prane QKR-se;
- b) Me 14 Mars 2008, Shitesi dhe Bleresi kane nenshkruar Marreveshjen Escrow;
- c) Me 21 Mars 2008, Autoriteti Shqiptar i Konkurrences ka miratuar transferimin e Kuotave permes vendimit te tij Nr. 75 date 21.03.2008 (the **“Miratimi i ASHK”**);
- d) Me 22 Shkurt 2008, Ortaku i Shoqerise ka leshuar nje vendim permes te cilit Shoqeria miraton shitjen e Kuotave te Transferuara, miraton llogarite e Shoqerise te dates 30 Qershor 2007 dhe njeh autoritetin e Z. Ilir Trebicka per te vepruar ne emer te Shoqerise (referuar si **“Vendimi i Ortakut”**);
- e) Me 14 Prill 2008 Shitesi rikomfirmon qe Garancite e dhena nga ai ne MSHK vazhdojne qe te jene te verteta dhe te sakta edhe ne daten e nenshkrimimit te kesaj Marreveshjeje Transferimi, komfirmon qe qe nga 30 Qershori 2007 nuk ka ndodhur asnje Ndryshim Thelbesor me Pasoja Negative, perfshire ato te percaktuara ne seksionin 6.3. te MSHK-se, dhe qe ka permbushur apo ka ndikuar

ne perbushjen e Angazhimeve te percaktuara ne seksionin 6 te MSHK-se, dhe pe kete leshon Certifikaten e Mbylljes se Shitesit;

- f) Me 19 Dhjetor 2007, Bordi i Drejtoreve te Bleresit ka leshuar nje vendim qe autorizon blerjen e Kuotave te Transferuara (referuar si “**Vendimi i Bleresit**”).

2. KRYERJA E VEPRIMEVE

Shitesi dorezon dhe Bleresi pranon dorezimin e sa me poshte:

- (a) Certifikaten e Mbylljes se Shitesit, qe do t’i bashkangjitet si Shtojce kesaj Marreveshjeje Transferimi;
- (b) Miratimin e ASHK;
- (c) Vendimin e Ortakut;
- (d) Listen e zerave mbi bazen e te cilave Shitesi ka dhene nje pjese te Garancive, si vijon:
 - Lista e Pagesave te Arketueshme Afatgjata;
 - Lista e Licencave te Shoqerise;
 - Lista e Aseteve te Prekshme;
 - Lista e Marreveshjeve;
 - Lista e Marreveshjeve me Vlere te Larte;
 - Lista e Punonjesve;
 - Lista e Ceshtjeve Gjyqesore;
 - Lista e Projekteve ne Vazdim.

3. GARANCITE E SHITESIT

Pervec Garancive te dhena ne MSHK, Shitesi dhe Shoqeria e garantojne Bleresin qe pervec Miratimit te ASHK-se dhe Vendimit te Ortakut, nuk eshte e nevojshme qe te merret ndonje aprovim, autorizim apo te kryhet ndonje njoftim ose veprim nga apo perkundrejt autoriteteve shqiptare, apo personave publike dhe private, perpara transferimit te Kuotave, ne lidhje me licencat, kontratat, marreveshjet, procedurave gjyqesore apo administrative per zgjidhjen e mosmarreveshjeve apo ndonje veprim tjetet te Shoqerise apo Shitesit, shkelja e se ciles mund t’i shkaktonte Humbje Bleresit.

4. GARANCITE E BLERESIT

Pervec Garancive te dhena ne MSHK, Bleresi e garanton Shitesin qe pervec Vendimit te Bleresit, nuk eshte e nevojshme qe te merret ndonje aprovim, autorizim apo te kryhet ndonje njoftim ose veprim nga apo perkundrejt autoriteteve austriake, apo personave

publike dhe private, perpara transferimit te Kuotave, shkelja e se ciles mund t'i shkaktonte Humbje Shitesit.

5. TRANSFERIMI I KUOTAVE

Si rezultat i permbushjes ne menyre te kenaqeshme te Kushteve dhe Angazhimeve, kryerjen e Veprimeve, dhenien e garancive te ndersjellta, sic parashikohet ne kete marreveshje, dhe te permbushjes ne menyre te kenaqeshme se veprimeve te tjera te pranuar nga Palet si te tilla, Shitesi i transferon Bleresit dhe Bleresi pranon transferimin e **156,451 kuotave** te Shoqerise dhe qe perfaqesojne 51% te kapitalit themeltar te Shoqerise.

6. TE TJERA

Palet njohin qe cdo deklarate, dorezim apo garanci e Paleve, sic parashikohet ne kete marreveshje, eshte e vertete dhe e sakte.

Shitesi dhe Bleresi autorizojne dhe udhezojne z. Frank Norbert Weimer qe te veproje per llogari te Shitesit dhe Bleresit per regjistrimin prane QKR-se te Kuotave te Transferuara ne emer te Bleresit.

Me perjashtim te rregullave detyruese te Shqiperise, kjo marreveshje rregullohet dhe interpretohet ne perputhje me ligjin e Austrise.

Palet bien dakort qe cdo mosmarreveshje qe lind ne lidhje me vlefshmerine, interpretimin apo zbatimin e Marreveshjes se Transferimit te zgjidhet nepermjet arbitrazhit.

Te gjitha mosmarreveshjet qe lindin nga ose per shkak te Marreveshjes se Transferimit duhet te zgjidhet perfundimisht sipas Rregullave te Arbitrazhit te Dhomes Tregtare Nderkombetare nga tre arbitra te caktuar ne perputhje me Rregullat e lartpermendura te cilat prezumohet te jene perfshire nepermjet references ne kete marreveshje.

Selia e arbitrazhit do te jete Gjeneva (Zvicer).

Gjuha qe do te perdoret ne procedurat e arbitrazhit do te jete gjuha angleze, dhe se provat si dhe marreveshjet per arbitrat do te paraqiten ne gjuhen angleze. Vendimi perfundimtar i gjykates se arbitrazhit do te jepet ne gjuhen angleze.

Kjo Marreveshje Transferimi nenshkruset nga Palet perpara meje me date 14 Prill 2008 ne pese kopje ne gjuhen angleze dhe pese kopje ne gjuhen shqipe; megjithate ne rast mosperputhje midis dy versioneve versioni Anglisht do te kete perparesi.

Une, Notere Publike, pasi i lexova Paleve me ze te larte permbajtjen e plote te kesaj kontrate, ne prani te perkthyeses te gjuhes angleze Evisa Shehi, e gjej kontraten ne perputhje me vullnetin e tyre te plote e te lire, dhe pasi Palet nenshkruan ne pranine time, vertetoj firmat sipas ligjit shiqptar.



Shërbimi i Drejtësisë

Ilir IREBICKA

Ilir Irebicka

Per Bleresin

Nga: Frank Norbert WEIMER

Titulli: Perfaqesues i STRABAG

Per Shoqerine

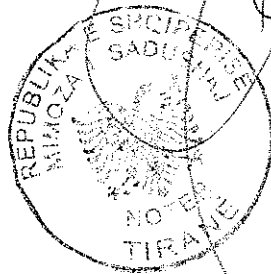
Nga: Ilir IREBICKA

Ilir Irebicka

Titulli: Administrator

Perkthyesi:

EVISA SHENAJ
PERKTHYESE
TRANSLATOR
Tel. 0692291751



NOTERI

SHTOJCE**Certifikata e Mbylljes e Shitesit**

Me date 14 Prill 2008, Z. Ilir Trebicka ("Shitesi") dhe STRABAG SE ("Bleresi") kane nenshtuar nje marreveshje per shitblerje kuotash ("Marreveshja per Shitjen e Kuotave") sipas se ciles (i) Shitesi ka marre persiper qe t'i shese Bleresit 51 % te kuotave te kapitalit themeltar te shoqerise Trema Engineering 2 sh.p.k., nje shoqeri me pergjegjesi te kufizuar, organizuar ne baze te ligjeve shqiptare, me zyre ne adresen "Rr. Deshmoret e 4 Shkurtit", Tirana, Shqiperi, e regjistruar ne Qendren Kombetare te Regjistrimit me Numer Unik Identifikimi (NIPT) K21401004R ("Shoqeria"), dhe qe konsiston ne 156,451 kuota nga teresia prej 306,767 kuota (referuar si "Kuotat e Transferuara" apo "Kuotat"), dhe (ii) Bleresi ka marre persiper qe te bleje Kuotat nga Shitesi.

Sipas Marreveshjes per Blerjen e Kuotave Shitesi do te dorezoje ne Daten e Mbylljes se Pjeseshme kete certificate mbylljeje e cila konfirmon dhe rideklaron Garancite ne Daten e Mbylljes se Pjeseshme, duke konfirmuar gjithashtu qe nuk ka ndodhur asnje Ndryshim Thelbesor me Pasoja Negative qe nga data 30 Qershor 2007 dhe qe konfirmon qe angazhimet perpara Dates se Mbylljes te percaktuara ne seksion 6 (Angazhime Perpara Mbylljes) te Marreveshjes per Shitjen e Kuotave jane permbushur ne menyren e duhur ("Certifikata e Mbylljes e Shitesit").

Termet me shkronja te medha ne kete Certificate te Mbylljes te Shitesit do te kene te njejtin kuptim qe ju eshte dhene ne Marreveshjen per Shitjen e Kuotave.

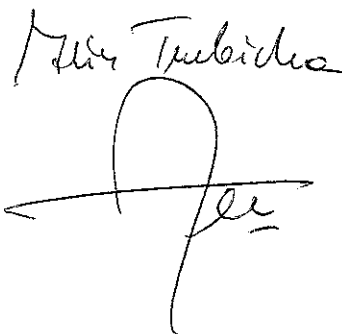
Shitesi, konfirmon per interes te Bleresit si me poshte:

- (a) Konfirmon dhe rideklaron Garancite ne Daten e Mbylljes se Pjeseshme;
- (b) Konfirmon qe nuk ka ndodhur asnje Ndryshim Thelbesor me Pasoja Negative, me ne te njejtin kontekst qe i eshte dhene ketij termi ne Marreveshjen per Shitjen e Kuotave, qe nga data 30 Qershor 2007;
- (c) Konfirmon qe angazhimet e Shitesit perpara perpara Dates se Mbylljes te percaktuara ne seksionin 6 te Marreveshjes per Shitjen e Kuotave jane permbushur ne menyren e duhur.

Pervec Garancive te dhena ne Marreveshjen per Shitjen e Kuotave, Shitesi i garanton Bleresit qe pervec miratimeve dhe vendimeve qe i jane dorezuar Bleresit, nuk eshte e nevojshme qe te merret ndonje aprovim, autorizim apo te kryhet ndonje njoftim ose veprim nga apo perkundrejt autoriteteve shqiptare, apo personave publike dhe private, perpara transferimit te Kuotave, ne lidhje me licencat, kontratat, marreveshjet, procedurave gjyqesore apo administrative per zgjidhjen e mosmarreveshjeve apo ndonje veprim tjeter te Shoqerise apo Shitesit, shkelja e se ciles mund t'i shkaktonte Humbje Bleresit.

Kjo Certificate e Mbylljes se Shitesit eshte ekzekutuar ne Tirane, Shqiperi, me date 14 Prill 2008

Ilir TREBICKA



REPUBLIC OF ALBANIA

NOTARIES CHAMBER OF TIRANA

INDEX NO. 2902

FILING NO. 1221



SHARE TRANSFER AGREEMENT

(Transfer Agreement)

In Tirana, Albania, today on 14 April 2008, in front of me Mimoza Sadushaj notary of the Notaries Chamber of Tirana, and in the presence of the English translator Evisa Shehi, appeared the following parties:

Mr. Ilir Trebicka, born in Tirana, on the 25th of May 1954, Albanian citizen and holder of the passport Z 0778074 hereinafter referred to as the "**Seller**",

and


STRABAG SE, a company incorporated and organized in accordance with the laws of Republic of Austria, with the registered seat at Austria, Villach, Triglavstraße 9, registered with Landesgericht Klagenfurt, under the registration number FN 88983 h, hereinafter referred to as the "**Purchaser**", duly represented by Mr. Frank Norbert Weimer, pursuant to the Power of Attorney issued to him by STRABAG on the 2nd of April 2008;

and

Trema Engineering 2 sh.p.k., a limited liability company organized under the laws of Albania, having its registered office at Rr. Deshmoret e 4 Shkurtit, Tirana, Albania, registered with the National Center for Registration under the Unique Identification No (NIPT) K21401004R, as a third party to this Transfer Agreement, hereinafter referred to as the "**Company**"

M.T.

WHEREAS

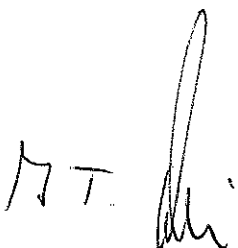
- 
- a) The Seller and the Purchaser have duly entered into a Share Purchase Agreement, dated 14 January 2008 (the “SPA”), whereas the Sellers accepts to sell and the Purchaser accepts to buy 156,451 shares representing 51% of the share capital of the Company (the “**Transferred Shares**” or the “**Shares**”);
- b) The Seller and the Purchaser have conditioned the Closing of the SPA and the transfer of the Shares to the Purchaser upon the satisfaction of the conditions and covenants set forth in sections 5 and 6 of the SPA (the “ **Conditions & Covenants**”);
- c) According to the section 7.1.1. and 7.1.2 of the SPA the Parties accept the satisfactory fulfillment of the Conditions & Covenants upon the occurrence of all the actions as set forth therein (the “**Actions**”);
- d) The execution of this Transfer Agreement shall represent the satisfaction of all the Conditions and Covenants and occurrence of the Actions as to give effect to the transfer of the Transferred Shares and register the Transferred Shares under the name of the Purchaser with the National Center for Registration (the “**NCR**”);
- e) Save otherwise defined herein, capitalized terms have the same meaning ascribed to them in the SPA.


NOW, THEREFORE, in consideration of the foregoing, the Parties acknowledge and declare as follows:

1. SATISFACTION OF THE CONDITIONS AND COVENANTS

The Conditions and Covenants under section 5 and 6 of the SPA are satisfied and in particular:

- a) On the 14th of March 2008, the Seller and the Purchaser have executed the Shareholders Agreement that will enter into effect upon the registration of the Transferred Shares with the NCR;
- b) On the 14th of March 2008, the Seller and the Purchaser have executed the Escrow Agreement;
- c) On the 21st of March 2008, the Albanian Competition Authority has approved the transfer of the Shares on the basis of its decision No. 75 dated 21.03.2008 (the “**ACA Approval**”);



- 
- d) On the 22nd of February 2008 the Shareholder of the Company has issued a resolution by way of which the Company approves the sale of the Transferred Shares, approves the Company's accounts as of the 30th of June 007 and recognizes the authority of Mr. Ilir Trebicka to act on behalf of the Company (the "**Shareholder's Resolution**");
- e) On the Frank Norbert Weimer the Seller reconfirms that its Warranties in the SPA continue to be true and correct also on the date of the execution of this Transfer Agreement, confirms that no Material Adverse Change, including the one in section 6.3. of the SPA, has occurred since 30 June 2007 and that it has fulfilled of caused to be fulfilled the required Covenants set forth in section 6 of the SPA, and issues the Seller's Closing Certificate;
- f) On the 19th of December 2007 the Executive Board of the Purchaser has issued a resolution that authorizes the purchase of the Transferred Shares (the "**Purchaser's Resolution**").

2. OCCURRENCE OF THE ACTIONS

The Seller delivers and the Purchaser accepts the following:

- (a) The Seller's Closing Certificate, which shall be annexed to this Transfer Agreement;
- (b) The ACA Approval;
- (c) The Shareholder's Resolution;
- (d) The lists of the items on which grounds the Seller has issued part of the Warranties, such as:
- the Long Term Receivables List;
 - the List of Licenses of the Company;
 - the Tangible Assets List;
 - the Agreements List;
 - the Material Agreements List;
 - the Employees List;
 - the Liabilities List;
 - the Ongoing Projects List

3. SELLER'S WARRANTIES

In addition to the Warranties in the SPA, the Seller and the Company warrant to the Purchaser that apart from the ACA Approval and the Shareholder's Resolution, there is no other consent, approval, notification or any other action from or towards the Albanian authorities, or other public or private persons in relation to the Company or Seller's

licenses, contracts, agreements, administrative or dispute resolution proceeding or other company actions that shall be obtained or performed before the transfer of the Shares, and which violation may cause any Loss to the Purchaser

4. PURCHASER'S WARRANTIES

In addition to the Warranties in the SPA, the Purchaser warrants to the Sellers that apart from the Purchaser's Resolution, there is no other consent, approval, notification or any other action from or towards the Austrian authorities, or other public or private persons that needs to be obtained or performed before the transfer of the Shares, and which violation may cause any Loss to the Seller.

5. TRANSFER OF THE SHARES

As result of the satisfaction of the Conditions & Covenants, the occurrence of the Actions, the provisions of mutual warranties, as provided herein, and of other considerations accepted by the Parties as satisfactory, the Seller transfers to the Purchaser and the Purchaser accepts the transfer of **156,451 shares** of the Company representing 51% of the share capital of the Company.

6. OTHER

The Parties acknowledge that any representation, delivery and warranty of the Parties as provided herein, is true and correct.

The Seller and the Purchaser authorize and instruct Mr. Frank Norbert Weimer to act on behalf of the Seller and the Purchaser for the registration on the Transferred Shares under the name of the Purchaser with the NCR.

Except for the mandatory rules of Albania, this Transfer Agreement is governed by, and shall be construed in accordance with, Austrian law.

The Parties agree to submit any and all disputes arising with respect to the validity, interpretation or performance of the Transfer Agreement to arbitration.

All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules which are deemed to be incorporated by reference in this Transfer Agreement.

The seat of the arbitration shall be Geneva (Switzerland).

The languages to be used in the arbitration proceedings shall be English, and evidence as well as memoranda for arbitrators shall be disclosed in English. The final award of the arbitral tribunal shall be rendered in English.

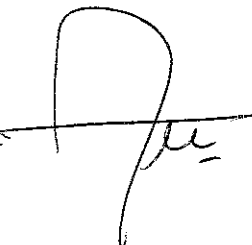
Handwritten initials 'MT' and a signature.

This agreement is executed on 14th of April 2008 by the Seller and the Purchaser hereto in five counterparts in English language and five counterparts in Albanian language; however in case of any discrepancies the English text language shall prevail.

The Notary Public, after reading the full content of this contract loudly to the Parties, in the presence of the English translator Evis Shehi, found it in conformity with their full and free will, after they signed in my presence, I certify the signature according to the Albanian law.

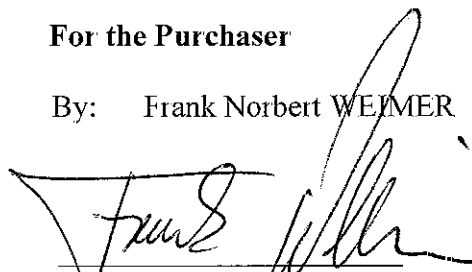
The Seller

Ilir TREBICKA

Ilir Trebicka 

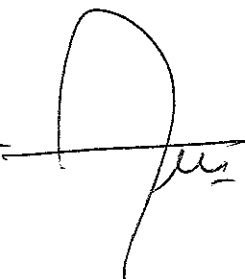
For the Purchaser

By: Frank Norbert WEIMER

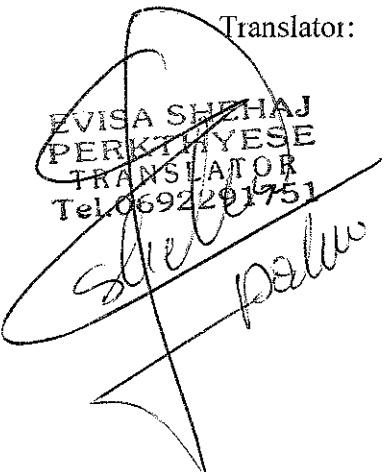

Frank Norbert Weimer
Title: STRABAG Representative

For the Company

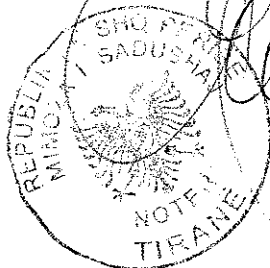
By: Ilir TREBICKA

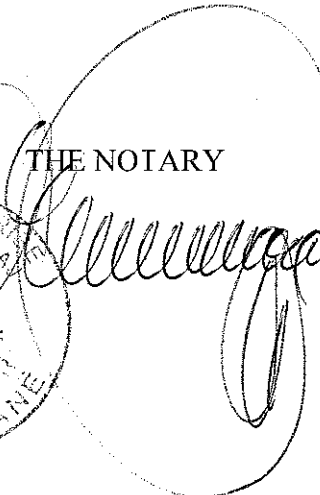
Ilir Trebicka 
Title: Administrator

Translator:


Evisa SHEHAJ
PERKTHYESE
TRANSLATOR
Tel. 0692291751

THE NOTARY







ANNEX**Seller' Closing Certificate**

As of 14 April 2008, Mr. Ilir Trebicka (the "**Seller**") and STRABAG SE (the "**Purchaser**") have signed a share purchase agreement (the "**Share Purchase Agreement**") pursuant to which (i) the Seller has undertaken to sell to the Purchaser 51 % of the share of capital in Trema Engineering 2 sh p k. a limited liability company organized under the laws of Albania, having its registered office at Rr Deshmoret e 4 Shkurtit, Tirana, Albania, registered with the National Center for Registration under the Unique Identification No (NIPI) K21401004R (the "**Company**"), and which consist of 156,451 shares out of the total 306,767 shares, (the "**Transferred Shares**" or the "**Shares**"), and (ii) the Purchaser has undertaken to purchase the Transferred Shares from the Seller.

Under the Share Purchase Agreement the Seller shall deliver on Partial Closing Date the present closing certificate confirming and reiterating the Warranties as at the Partial Closing Date, confirming that no Material Adverse Change has occurred since 30 June 2007 and confirming that the covenants prior to the Closing Date set forth in clauses 6 (Covenants up to Closing) of the Share Purchase Agreement have been duly fulfilled (the "**Seller's Closing Certificate**").

Capitalized terms used in this Seller' Closing Certificate shall have the same meaning as set forth in the Share Purchase Agreement.

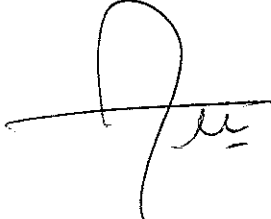
The Seller, for the benefit of the Purchaser, hereby:

- (a) confirms and reiterate the Warranties as of the Partial Closing Date;
- (b) confirms that no Material Adverse Change, as defined in the Share Purchase Agreement has occurred since 30 June 2007;
- (c) confirms that the Seller's covenants prior to the Partial Closing Date set forth in clause 6 of the Share Purchase Agreement have been duly fulfilled.

In addition to the Warranties in the Share Purchase Agreement, the Seller warrants to the Purchaser that apart from the approvals and resolutions delivered to the Purchaser, there is no other consent, approval, notification or any other action from or towards the Albanian authorities, or other public or private persons in relation to the Company or Seller's licenses, contracts, agreements, administrative or dispute resolution proceeding or other company obligations that shall be obtained or completed before the transfer of the Shares, and which violation may cause any Loss to the Purchaser.

This Seller' Closing Certificate has been executed in Tirana, Albania on 14 April, 2008.

Ilir TREBICKA

Ilir Trebicka


STRABAG

SOCIETAS EUROPAEA

SPECIAL POWER OF ATTORNEY

We,

1. Dipl. Ing. Dr. techn. Peter KRAMMER,
born on 18.01.1966,
passport no. P 2114618

1170 Wien, Werfelstraße 6c
Austria

and

2. Mag. Herbert KRUTINA
born on 14.07.1960,
passport no. P 1451460

2384 Breitenfurt bei Wien, Auf der
Hundskehle 8
Austria

PROKURE E POSAÇME

Ne,

1. Dipl. Ing. Dr. techn. Peter KRAMMER
i dtl. 18.01.1966,
Nr. Pasaporte P 2114618

1170 Wien, Werfelstraße 6c
Austri

dhe

2. Mag. Herbert KRUTINA
i dtl. 14.07.1960,
Nr. Pasaporte P 1451460

2384 Breitenfurt bei Wien, Auf der
Hundskehle 8
Austri

Representatives of **STRABAG SE** a company incorporated and organized in accordance with the laws of Republic of Austria, with the registered seat at Austria, Villach, Triglavstraße 9, registered with Landesgericht Klagenfurt, under the registration number FN 88983 h (hereinafter "**STRABAG**"), pursuant to the Power of Attorney granted by STRABAG on the 18th of December 2007, and in compliance with the authorization provided therein to grant power of substitution, herewith grant power of attorney to:

Mr. Frank Norbert Weimer born on 30.06.1965, a German citizen, resident at Stoppel Strasse 3 D - 65618 Selters/Ts holder of the passport PD 429007785 (the "**Representative**"),

that he alone is authorized:

To negotiate, execute and deliver, in the name and on behalf of STRABAG, in whatever form required (including in the form of a notarial deed) agreements by and among STRABAG and Mr. Ilir Trebicka (the "**Seller**") and where applicable the Albanian company Trema Engineering 2 sh.p.k. (the "**Company**"),

Perfaqesues te **STRABAG SE** nje shoqeri e themeluar dhe e organizuar ne perputhje me legjislacionin e Republikes se Austrise, me seli ligjore ne Triglavstraße 9, Villach, Austri, regjistruar ne Regjistrin Tregtar ne Klagenfurt nen numrin FN 88983 h (ne vijim "**STRABAG**"), ne baze te Prokures se Posacme qe na eshte leshuar nga STRABAG me 18 Dhjetor 2007, dhe ne perputhje me autorizimin per te deleguar te drejtat e kesaj prokure personave te treteve, nepermjet ketij akti i japin te drejta perfaqsimi:

Z. Frank Norbert Weimer lindur me 30.06.1965, shtetas Gjerman, resident ne Stoppel Strasse 3 D - 65618 Selters/Ts mbajtes i pasaportes me Nr. PD 429007785 ("**Perfaqesuesi**")

qe ai i vetem eshte autorizuar:

Te negociroje, nenshkruaje dhe ekzekutoje ne emer dhe per llogari te STRABAG, ne çdo lloj forme te kerkuar (duke perfshire edhe formen e aktit noterial) marreveshje ndermjet STRABAG dhe Z. Ilir Trebicka ("**Shitesi**") dhe sipas rastit shoqerise Trema Engineering 2 sh.p.k ("**Shoqeria**"), me qellim realizimin e Mbylljes se Pjeseshme dhe Mbylljes se

STRABAG

SOCIETAS EUROPAEA

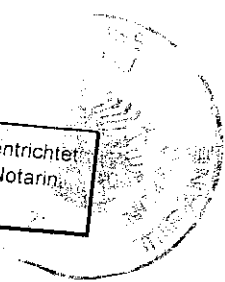
... serving to the completion of the Partial Closing and the Closing of the Share Purchase Agreement executed on the 14th of January 2008, Nr. 157 Rep, Nr. 80 Kol (hereinafter referred as the "**Share Purchase Agreement**"), in compliance with the provisions provided therein. Such authorization includes the right of the Representative to submit or require, collect and accept the necessary deliveries, in compliance with the provisions and the scope of the Share Purchase Agreement, for the purpose of accomplishing the Partial Closing and the Closing of the Share Purchase Agreement, as well as issue the necessary declarations in the name and on behalf of STRABAG, whatever form, even in front of a notary public, that certifies the satisfactory acceptance of the deliveries and/or recognizes the satisfactory fulfillment of the requirements and/or conditions provided in the Share Purchase Agreement.

The undersigned declare in lieu of an oath that STRABAG is a company duly established and validly existing under the laws of Austria and that they are authorized to represent STRABAG by their joint signature on this very day and to make legally binding declarations on behalf of STRABAG.

Marreveshjes per Blerjen e Kuotave te nenshkuar me 14 Janar 2008, Nr. 157 Rep, Nr. 80 Kol. (ne vijim "**Marreveshja per Blerjen e Kuotave**"), ne perputhje me dispozitat e kesaj marreveshjeje. Ky autorizim perfshin te drejten e Perfagesuesit qe te dorezoje apo te kerkoje, mbledhe apo pranoje dorezimet e nevojshme, ne perputhje me dispozitat dhe qellimin e Marreveshjes per Blerjen e Kuotave, me qellim realizimin e Mbylljes se Pjeseshme dhe Mbylljes se Marreveshjes per Blerjen e Kuotave, si dhe te leshoje deklaratat e nevojshme ne emer dhe per llogari te STRABAG, ne çdo lloj forme te kerkuar, qofte dhe perpara nje noteri publik, qe verteton pranimin ne menyre te kenaqshme te dorezimeve dhe/apo pranon permbushjen ne menyre te kenaqshme te kerkesave dhe/apo kushteve qe parashikohen ne Marreveshjen per Blerjen e Kuotave

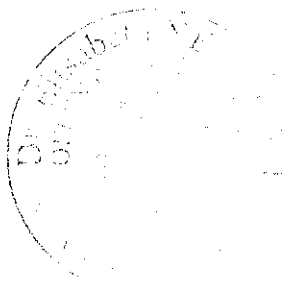
Nenshkruarit deklarojne nen betim se STRABAG eshte nje shoqeri e themeluar rregullisht dhe qe ushtron aktivitet ne perputhje me legjislacionin Austriak, si dhe qe ata jane ligjerisht te autorizuar te perfaqsojne bashkarisht STRABAG ne kete date te sotme si dhe te nenshkruajne deklarata detyruese ligjore per llogari te STRABAG.

Gebühr in Höhe von € 13,20 entrichtet
Dr Elisabeth Neuwirth öff Notarin
Wien-Neubau III



B.R.Zl.: 494/2008

Ich bestätige die Echtheit der Unterschriften des Herrn Diplomingenieur Doktor Peter **KRAMMER**, geboren am 18 01.1966 (achtzehnten Jänner neunzehnhundertsechszig), Werfelstraße 6C, A-1170 Wien und des Herrn Magister Herbert **KRUTINA**, geboren am 14 07.1960 (vierzehnten Juli neunzehnhundertsechzig). Auf der Hundskheule 8, A-2384 Breitenfurt bei Wien, je im Vollmachtsnamen für die **STRABAG SE** mit dem Sitz in Villach und der Geschäftsanschrift 9500 Villach, Triglavstraße 9 ----- Wien, am 3.4 2008 (dritten April zweitausendacht) -----



Elisabeth Neuwirth
öffentl Notarin

Neue Adresse:
1010 Wien, Schmerlingplatz 11

Geld in Höhe von € 13,20
entrichtet
3. April 2008

Apostille
(Convention de La Haye du 5 octobre 1961)

1 Land: **ÖSTERREICH**
Pays:

Diese öffentliche Urkunde / Le présent document officiel

2 ist unterzeichnet von **Dr Elisabeth Neuwirth**
à été signé par

3 in seiner Eigenschaft als **öffentlicher Notar**
agissant en qualité de

4 Ist versehen mit dem Siegel/Stempel des (der) **Dr Elisabeth Neuwirth**
le sceau/timbre qui y figure est celui de

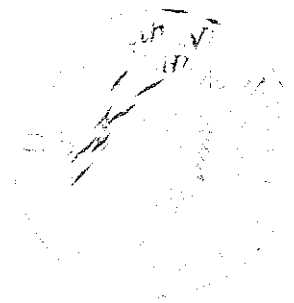
Bestätigt / Ainsi fait

5 in **WIEN** 6 am **3. April 2008**
à (lieu) le (date)

7 durch / par (autorité d attestation) 8 unter Zl **101Jv 3607/08 a**
den Präsidenten des Landesgerichtes für sous N° du registre
ZRS Wien 1040 Wien Schwarzenbergplatz 11

9 Siegel/Stempel Für die Präsidentin:
Sceau ou timbre 10 Unterschrift *[Signature]*
Signature **FOI Fabsits**





B R Z I 494/2008

Une vërtetoj nenshkrimin e Dr. Peter KRAMMER, lindur me 18.01.1996, banues ne Werfelstrasse 6C, A-1170 Vjene, dhe Z. Herbert Krutina, lindur me 14.07.1960, banues ne Vjene, i cili ka nenshkruar dokumentin ne fjale per llogari te Strabag SE

Vjene, me 03.04.2008

Apostile

(Konventa e Hages e dates 5 Tetor 1961)

1. Shteti: Austri
2. ky document zyrtar eshte nenshkruar nga Dr. Elisabeth Neuwirth
3. ne cilesine e notere
4. vertetohet vula dhe nenshkrimi i Dr Elisabeth Neuwirth
5. sot ne Vjene
6. me 3 prill 2008
7. me autoritetin e vertetuesit
8. nr. 101 Jv 3667/08 a
9. vula
10. nenshkrimi

EVISA SHEHAJ
PERKTHYESE
TRANSLATOR
Tel 0692291751

REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
NR 2923 Rep.



PULLE TAKSE



Vertetohet firma e perkthyesit Evisa Shehaj, e njohur personalisht prej meje, e cila perktheu sa me siper nga gjuha gjermane ne gjuhen shqipe, dokumentin qe eshte nje

Vertetim nenshkrimi + Aposthle

dhe nenshkroi para meje dhe une Noterja e vertetoj ate sipas ligjit

Tirane me 15.04.2008



NOTERE

[Handwritten signature]