

REPUBLIKA E SHQIPERISE
DHOMA E NOTERISE TIRANE

Nr. 8473 Rep.
Nr. Kol.

2576

Majlinda E. Demollari
Taksa e Pultit
U Pagua



KONTRATE
SHIT-BLERJESH KUOTASH
(ME KUSHT PEZULLUES)

Ne Tirane, sot me date 25.11.2019, perpara meje noteres Majlinda E. Demollari, anetare e Dhomes se Noterise Tirane, me adrese Rruga "Vaso Pasha", u paraqiten personalisht palet:

PALA SHITese :

1. **VJOLLCA HOXHA**, e bija e Shaqirit, lindur me 23.03.1969, ne Tirane dhe banuese ne Tirane, madhore me zotesi te plote juridike per te vepruar, identifikuar me leternjoftim me Nr. Personal G95323231L .
2. **LORELA HOXHA**, e bija e Dritanit, lindur me 19.10.1993, ne Tirane dhe banuese ne Tirane, madhore me zotesi te plote juridike per te vepruar , identifikuar me pasaporten me Nr. personal J36019045D, perfaqesuar rregullisht me ane te prokures se pergjithshme date 11.10.2019 me nr 113 rep dhe 77 Kol nga zj.Vjollca Hoxha.
3. **SARA HOXHA**, e bija e Dritanit, lindur me 18.01.1996, ne Tirane dhe banuese ne Tiranë, madhore me zotesi te plote juridike per te vepruar, identifikuar me pasaporten me Nr. BJ5996445 dhe Nr. Personal J65118047S, perfaqesuar rregullisht me ane te prokures se pergjithshme date 11.10.2019 me nr 113 rep dhe 77 Kol nga zj.Vjollca Hoxha.
4. **REDIA HOXHA**, e bija e Dritanit, lindur me 15.02.1998, ne Tirane dhe banuese ne Tiranë, madhore me zotesi te plote juridike per te vepruar, identifikuar me pasaporten me Nr. BB8082295 dhe Nr. Personal J85215052V, perfaqesuar rregullisht me ane te prokures se pergjithshme date 11.10.2019 me nr 113 rep dhe 77 Kol nga zj.Vjollca Hoxha.

PALA BLERese:

EM CAPITAL GRUP AD, një kompani e regjistruar në Regjistrin Tregtar me Nr regjistri **UIC 205581390**, me seli dhe adresë të regjistruar ne Sofie, 88 Bulgaria blvd., entr. 4, fl. 2, apartamenti 4 përfaqësuar nga drejtori ekzekutiv Z. David White, lindur më 27.06.1962, shtetas Britanik mbajtes i pasaportes me Nr. 560172919.

Palet e mesiperme , me kerkuan redaktimin e kesaj kontrate shitje kuotash si me poshte:

KUSHTE PARAPRAKE:

1. Shitesit bazuar ne "Kontraten e Shitjes se Kuotave me Kusht Rishitje" Nr 5584 Rep dhe Nr 3275 Kol date 24.10.2017, te lidhur midis tyre ne cilesine e shitesit dhe Shoqerise ALB-ERK shpk me NIPT K91816002D, ne cilesine e blesit, ne ushtrim te se drejtes se tyre te parashikuar nga kjo kontrate shitje kuotash me kusht rishitje, do riblejne 51 kuotat e tyre ne shoqerine "VALTELINA" shpk me NIPT J61923012V, kuota te cilat ja kane shitur me kusht rishitje Shoqerise ALB-ERK shpk, bazuar ne kontraten e sipercituar.
2. Cmimi i riblerjes se ketyre 51 kuotave prej shoqerise ALB-ERK shpk eshte fiksuar te jete, cmim i shitjes se tyre ne vleren 153.000.000 leke (njeqind e pesedhjetë e tre million leke), ose ekujvalenti i kesaj vlere ne monedhen Euro sipas kursit te kembimit te vendosur nga Banka e Shqiperise ne ditën e pageses, duke i shtuar kesaj vlere shumen prej 180.000 Euro (njeqind e tetedhjetë mijë Euro) ne vit,(respektivisht 15.000 Euro per cdo muaj nga casti i lidhjes se kontrates deri ne datën e ushtrimit te se drejtes se riblerjes nga blesesi). Ky cmim riblerje kuotash do ti paguhet shoqerise ALB-ERK shpk brenda 2 muajve nga dita e njoftimit me shkrim per ushtrimin e te drejtes se riblerjes se kuotave, njoftim i cili i eshte bere shoqerise ALB-ERK shpk me date **16.10.2019**.
3. Eshte vendosur qe ortaket e shoqerise "VALTELINA" shpk, Vjollca Hoxha, Lorela Hoxha Sara Hoxha dhe Redia Hoxha per pagimin e cmimit te riblerjes 51 kuotave prej shoqerise ALB-ERK shpk do te finacohet/paguhet teresisht ne formen e nje kapari nga shoqeria EM CAPITAL GRUP AD dhe per kete arsye dhe kundrejt ketij finacimi/pagimi ne formen e nje kapari keta ortake te shoqerise "VALTELINA" shpk do tja shesin me kusht pezullues shoqerise EM CAPITAL GRUP AD 51 kuotat e riblera prej shoqerise ALB-ERK shpk.
4. Sipas rezultatit te kerkimit te leshuar nga Regjistri i Barreve Siguruese, nuk rezulton se mbi keto 51 kuota te shitura dhe qe do te riblehen prej Shitesit nga shoqerise ALB-ERK shpk, nuk ka asnje barre te regjistruar.

Neni 1- Baza Ligjore

Kjo kontrate shit-blerjesh kuotash me kusht pezullues lidhet ne baze te neneve 84-88, 601-602, 660 dhe 705 e vijues te Kodit Civil dhe nenit 73 te ligjit nr. 9901, date 14.04.2008 « Per Tregtaret dhe shoqerite tregtare », i ndryshuar.

Neni 2 - Objekti i kontrates

Palet ne ushtrim te lirise kontraktuale, me vullnet te lire e te plote ne perputhje me Kodin Civil te Republikes se Shqiperise, Ligjit nr. 9901 date 14.04.2008 "Per Tregtaret dhe Shoqerite Tregtare" dhe Statutin e Shoqerise, deklarojne se me ane te kesaj kontrate Shitesit kalojne ne pronesi te Blesit 51 kuotat qe Shitesit do te riblejne nga shoqeria ALB-ERK shpk me NIPT



K91816002D, kuota te cilat ja kane shitur me kusht rishtje Shoqerise ALB-ERK shpk, bazuar ne Kontraten e Shitjes se Kuotave me Kusht Rishtje” Nr 5584 Rep dhe Nr 3275 Kol date 24.10.2017, dhe konkretisht:

1. Shitesi Vjollca Hoxha i kalon Bleresit, shoqerise EM CAPITAL GRUP AD, 12.75 kuota te cilat perbejne 12.75% te kapitalit te shoqerise me vlere 38.250.000leke
2. Shitesi Lorela Hoxha i kalon Bleresit, shoqerise EM CAPITAL GRUP AD, 12.75 kuota te cilat perbejne 12.75% te kapitalit te shoqerise me vlere 38.250.000leke
3. Shitesi Sara Hoxha i kalon Bleresit, shoqerise EM CAPITAL GRUP AD 12.75 kuota te cilat perbejne 12.75% te kapitalit te shoqerise me vlere 38.250.000leke
4. Shitesi Redia Hoxha i kalon Bleresit, shoqerise EM CAPITAL GRUP AD, 12.75 kuota te cilat perbejne 12.75% te kapitalit te shoqerise me vlere 38.250.000leke.

Pas nenshkrimit te kesaj kontrate pjesemarrja e ortakave ne kapitalin e shoqerisne “VALTELINA” shpk, do te jete:

- Vjollca Hoxha, mbetet ortake me 7.25 kuota te cilat perbejne 7.25% te kapitalit te shoqerise.
- Lorela Hoxha, mbetet ortake me 7.25 kuota te cilat perbejne 7.25% te kapitalit te shoqerise.
- Sara Hoxha, mbetet ortake me 7.25 kuota te cilat perbejne 7.25% te kapitalit te shoqerise.
- Redia Hoxha, mbetet ortake me 7.25 kuota te cilat perbejne 7.25% te kapitalit te shoqerise.
- Itan Hoxha mbetet zoterues i 20 kuotave (pjesë te kapitalit themeltar) te cilat perbejne 20% te kapitalit themeltar te shoqerise me nje vlere prej 60.000.000, 00 leke
- Shoqeria EM CAPITAL GRUP AD behet ortak i shoqerise me 51 kuota te cilat perbejne 51% te kapitalit te shoqerise.

Kjo kontrate shit-blerjesh kuotash i nenshtrohet kushtit pezullues te pagimit teresor nga shitesit, te cmimit te riblerjes se kuotave nga Beleresi prej shoqerise ALB-ERK shpk, cmim i cili do te finacohet/paguhet teresisht ne formen e nje kapari nga Bleresi i kesaj kontrate, shoqeria EM CAPITAL GRUP AD.

Neni 3- Çmimi i shitjes dhe menyra e likuidimit

Çmimi kompleksive (teresor) i Shit-Blerjesh te 51 kuotave qe Shitesit, do tja kalojne ne pronesi nepermjet kesaj kontrate shit-blerjesh kuotash me kusht pezullues, Bleresit, shoqerise EM CAPITAL GRUP AD,perfaqesohet nga shuma e financimit/pagimit ne formen e nje kapari qe Bleresi do ti jape Shitesit per riblerjen e ketyre 51 kuotave prej shoqerise ALB-ERK shpk, dhe qe eshte fiksuar te jete, 153.000.000 leke (njqind e pesedhjete e tre million leke), ose ekujivalenti i kesaj vlere ne monedhen Euro sipas kursit te kembimit te vendosur nga Banka e Shqiperise ne ditën e pageses, duke i shtuar kesaj vlere edhe shumën prej 600.000 Euro, (gjashteqind mije euro).

Çmimi i shit-blerjesh të 51 kuotave objekt kontrate, do të likuidohet Shitesave nga Bleresi fillimisht nepermjet financimit/pagimit të shumës së riblejës prej shitesave të 51 kuotave nga shoqëria ALB-ERK shpk, shumë e cila do të kryhet dhe ekzekutohet brenda datës **16.12.2019**, duke u derdhur në favor të shitesave në llogarinë e përbashkët të tyre celur në Bankën Raiffeisen Bank sh.a. Pjesa tjetër e cmimit do të likuidohet shitesave prej blesit sipas kushteve të kësaj kontrate.

Bleresi me nënshkrimin e kësaj kontrate i jep Shitesave si kapar fillestar për llogarinë të shumës që do të paguhet atyre në bazë të kësaj kontrate, shumën prej 153.000.000 leke (njëqind e pesëdhjetë e tre milion leke) derdhur në llogarinë e përbashkët të tyre celur në Bankën Raiffeisen Bank sh.a. Shuma tjetër e diferencës së cmimit në vlerën 600.000 Euro, (gjashtëqind mijë euro), do të paguhet Shitesave prej Blesit brenda 6 muajve nga nënshkrimi i kësaj kontrate shit-blerjesh kuotash me kusht pezullues.

Neni 4- Garancite

Shitesit deklaroje dhe garantojne se 51 kuotat, objekt të kësaj kontrate shit-blerje kuotash me kusht pezullues, të shitura prej tyre shoqërisë ALB-ERK shpk dhe që do të riblen prej Shitesave nga ALB-ERK shpk nuk ka asnjë barre të regjistruar.

Neni 5- Vertetimi i kushtit pezullues.

Kushti pezullues i pagimit teresor prej Blesit të cmimit të shitblerjes të 51 kuotave, objekt të kësaj kontrate, do të konsiderohet i përbushur në momentin e financimit/pagimit të plotë të shumës prej 153.000.000 leke, (njëqind e pesëdhjetë e tre milion leke, dhënë në formën e një kapari prej Blesit me qëllim riblerjen e kuotave të Shitesave prej shoqërisë ALB-ERK shpk, dhe do të vertetohet nga noteri publik bazuar në të gjithë dokumentacionin që verteton të gjitha derdhjet që Bleresi sipas nenit 3 të kësaj kontrate, ka bërë në favor të shitesave në llogarinë e përbashkët të tyre celur në Bankën Raiffeisen Bank sh.a.

Neni 6- Të drejtat dhe detyrimet e paleve

1. Shitesit pas nënshkrimit të kësaj kontrate dhe deri në momentin e vertetimit të kushtit pezullues sipas nenit 5 të kësaj kontrate nuk kanë të drejtë që 51 kuotat objekt të kësaj kontrate, të cilat do të riblen prej shoqërisë ALB-ERK shpk, të shesë personave të tretë, të rendojmë me peng, barre siguruese, apo çdo lloj forme të marrëveshje tjetër kufizuese të njohur nga ligji.
2. Shitesit pas nënshkrimit të kësaj kontrate nuk kanë të drejtë që shumën e financimit/ pagimit të kaparit të derguar nga Bleresi për riblerjen prej

- tyre te kuotave nga shoqeria ALB-ERK shpk, ti perdorin per qellime dhe destinacione te tjera vec atij te pagimit te cmimit te riblerjes se ketyre kuotave prej shoqerise ALB-ERK shpk.
3. Shitesit pas nenshkrimimit te kesaj kontrate dhe deri ne momentin e vertetimit te kushtit pezullues parashikuar ne nenin 4 te kesaj kontrate, nuk kane te drejte qe te risin kapitalin themeltar te shoqerise "VALTELINA" shpk me NIPT J61923012V, te risin cmimin e pjeses, kuotes ne kete shoqeri, si dhe te marrin kredi apo cdo lloj tjetere finacimi ne emer dhe per llogati te shoqerise VALTELINA" shpk nga cdo person i trete, banke, shoqeri krediti, person juridik apo fizik, etj.
 4. Shitesit me vertetimin e kushtit pezullues sipas parashikimit te nenit 4 te kesaj kontrate humbasin te gjitha te drejtat e pronesise mbi 51 kuotat, objekt te kesaj kontrate shit-blerjesh kuotash me kusht pezullues, si dhe te gjitha te drejtat dhe detyrimet qe i takojne atyre ne cilesine e ortakut te shoqerise "VALTELINA" shpk e qe i burojne nga zoterimi i ketyre 51 kuotave ne kete shoqeri.
 5. Bleresi ka detyrimin qe ne perputhje me parashikimet e nenit 3 te kesaj kontrate te beje pagimin e cmimit te shit-blerjes te 51 kuotave, objekt kontrate, nepermjet financimit/pagimit te nje kapari me qellim riblerjen e 51 kuotave te Shitesave prej shoqerise ALB-ERK shpk.
 6. Bleresi pas permbushjes dhe ekzekutimit te finacimit/ pagimit te plote te kaparit ne vleren prej 153.000.000 leke (njqind e pesedhjetete e tre million leke) me qellim riblerjen e 51 kuotave, objekt kontrate, prej shitesave nga shoqeria ALB-ERK shpk, ka te drejte qe ti drejtohet nje noteri publik, i cili bazuar ne te gjitha dokumentaconit qe verteton te gjitha derdhjet e kesaj shume kapari qe Bleresi ka bere ne favor te shitesave ne llogarine e perbashket te tyre celur ne Banken Raiffeisen Bank sh.a, ka te drejte te vertetoje ndodhjen e ngjarjes qe perben kushtin pezullues te kesaj kontrate.
 7. Bleresi, pas vertetimit nga noteri te ndodhjes se ngjarjes qe perben kushtin pezullues te kesaj kontrate sipas nenit 5 te saj, ka te drejte qe ti drejtohet Qendres Kombetare te Bisnesit, per te kerkuar, bazuar ne kete kontrate shit-blerjesh kuotash me kusht pezullues, ndryshimin e te dhenave per ortaket e subjektit tregetar, shoqeri me pergjegjesi te kufizuar VALTELINA" shpk me NIPT J61923012V, duke pasqyruar dhe shtuar ne regjistrin tregetar te dhenen qe ortak i ketij subjekt eshte edhe shoqeria EM CAPITAL GRUP AD e cila zoteron 51 kuotat e VALTELINA" shpk.
 8. Bleresi pavaresisht vertetimit te kushtit pezullues dhe te drejtes te tij qe me vertetimin e kushtit pezullues te kerkoje dhe te beje ne QKB ndryshimin e te dhenave per ortaket e subjektit tregetar, shoqeri me pergjegjesi te kufizuar VALTELINA" shpk, Bleresi ka detyrimin qe ti paguaje shitesave cmimin teresor te shitjes parashikuar ne nenin 3 te kesaj kontrate pra edhe vleren 600.000 Euro, (gjashteqind mije euro), shume e cila do ti paguhet Shitesave prej Bleresit brenda 6 muajve nga nenshkrimi i kesaj kontrate shit-blerjesh kuotash me kusht pezullues.
 9. Palet e kesaj kontrate Shitesat dhe Bleresi, ne perputhje me nenet 601 dhe 602 te Kodit Civil bie dakort se nese kjo kesaj kontrate shit-blerjesh kuotash me kusht pezullues nuk ekzekutohet per fajin e Bleresit, palës që ka dhënë kapar, per shkak se kjo pale nuk ka bere, ne perputhje me



parashikimet e nenit 3 te kesaj kontrate pagimin e plote te cmimit te shitjes, kjo palë humbet shumat e dhena si kapar, pervec detyrimit te kesaj pale per te shperbleyer demit e pesuar prej pales Shitese.

Ndersa nese kjo kesaj kontrate shit-blerjesh kuotash me kusht pezullues nuk ekzekutohet per fajin e Shitesave, pales që ka marrë kaparin, per shkak se kjo pale shumat e finacimit/ pagimit te kaparit te derguara prej Bleresi nuk i ka perdorur per pagimin e cmimit te riblerjes se kuotave te tyre nga shoqeria ALB-ERK shpk, por perkundrazi i ka perdorur per qellime dhe destinacione te tjera, apo edhe per shkaqe te tjera, kjo palë është e detyruar të kthejë Bleresit dyfishin e shumes se kaparit te paguar.

Neni 7- Zgjidhja e mosmarreshjeve

Çdo lloj mosmarreshje qe mund te linde ne lidhje me interpretimin ose zbatimin e kesaj kontrate, do te zgjidhet me mirekuptim ndermjet paleve, ne rast te kundert kompetente per zgjidhjen e ketyre mosmarreshjeve do te jete Gjykata e Rrethit Gjyqesor Tirane.

Kjo kontrate u hartua ne 4 (kater) ekzemplare me vlera te njejta juridike, ne gjuhen shqipe, dhe ju lexua paleve, te cilet deklaruan se e kuptuan aktin e mesiperm dhe se jane dakort me sa me siper, dhe e nenshkruan regullisht perpara meje dhe une noterja, e vertetoj ate sipas ligjit.

PALA SHITесе

VJOLLCA HOXHA

LORELA HOXHA

SARA HOXHA

REDIA HOXHA

PALA BLERесе

SHOQERIA: EM CAPITAL GROUP AD

Perfaqesuar nga

Drejtori Ekzekutiv

DAVID WHITE

NOTERE

MAJLINDA E. DEMOLLARI

NOTERE
Majlinda E. Demollari
NIP: K416069404
TL: 0652061561

REPUBLIC OF ALBANIA
NOTARY CHAMBER OF TIRANA

No. _____ Rep. 0813

No. _____ Kol. 2536



CONTRACT
SALE AND PURCHASE OF QUOTAS
(ON SUSPENSIVE CONDITION)

Tirana, today on 15.11 2019, in front of me, the Notary, Majlinda E. Demollari, member of Notary Chamber of Tirana, with address Rruga "Vaso Pasha", the parties personally appeared:

THE SELLER:

1. **VJOLLCA HOXHA**, daughter of Shaqir, born on 23.03.1969, in Tirana and resident in Tirana, adult with full juridical capacity to act, identified with ID card with Personal No. G95323231L.
2. **LORELA HOXHA**, daughter of Dritan, born on 19.10.1993, in Tirana and resident in Tirana, adult with full juridical capacity to act, identified with passport with Personal No. J36019045D, duly represented by Mrs Vjollca pursuant to the Proxy no.113 Rep and 77 Kol dated 11.10.2019.
3. **SARA HOXHA**, daughter of Dritan, born on 18.01.1996, in Tirana and resident in Tirana, adult with full juridical capacity to act, identified with passport with No. BJ5996445 and with Personal No. J65118047S, duly represented by Mrs Vjollca pursuant to the Proxy no.113 Rep and 77 Kol dated 11.10.2019.
4. **REDIA HOXHA**, daughter of Dritan, born on 15.02.1998, in Tirana and resident in Tirana, adult with full juridical capacity to act, identified with passport with No. BB8082295 and with Personal No. J85215052V, duly represented by Mrs Vjollca pursuant to the Proxy no.113 Rep and 77 Kol dated 11.10.2019.

THE BUYER:

EM CAPITAL GROUP AD, a company registered in the Commercial Register with registry Agency UIC 205581390, with seat and registered address Sofia, 88 Bulgaria blvd., entr. 4, fl. 2, apartment 4 represented by the executive director Mr. David White, British citizen, born on 27.06.1962, holder of passport No 560172919.

The above parties asked the drafting of this quota sale contract as follows:

PREREQUISITES:

1. Sellers based on the "Contract of Quota sale with Re-sale Condition" No. 5584 Rep. and No. 3275 Kol, date 24.10.2017, signed among them in the capacity of Seller and the Company ALB-ERK Ltd., provided with NUIS K91816002D, in the capacity of the Buyer, in exercising their right provided under this contract of quota sale with re-sale condition, shall repurchase their 51 quota in the Company "VALTELINA" Ltd., provided with NUIS J61923012V, quota which they have sold on re-sale condition to the Company ALB-ERK Ltd., based on the above mentioned contract.
2. The re-purchase price of these 51 quotas from the Company ALB-ERK Ltd., is determined to be, their selling price at the value of 153.000.000 ALL (one hundred fifty three million ALL) or the equivalent of this value in Euro currency according to the exchange rate set by the Bank of Albania on the day of payment, adding to this amount also the value of 180.000 Euro (one hundred eighty thousand Euro) per year (respectively 15.000 Euro for each month, from the contract signing date until the date when the buyer exercises the re-purchase right). This quota re-purchase price shall be paid to ALB-ERK Ltd. Company within 2 months from the date of written notification on exercising the right of quota re-purchase, notification which was made to X Company on 16.10.2019.
3. It is decided that the partners of the company "VALTELINA" Ltd., Vjollca Hoxha, Lorela Hoxha, Sara Hoxha and Redia Hoxha in order to pay the price of re-purchase of 51 quotas from the company ALB-ERK Ltd shall be entirely financed/paid in the form of an earnest money from EM CAPITAL GROUP AD company and thus and against this financing/payment in the form of earnest money these partners of "VALTELINA" Ltd shall sell on suspensive condition to EM CAPITAL GROUP AD company the 51 quotas re-purchased from the company ALB-ERK Ltd.
4. According to research results issued by the Registry of Securing Charges, results no registered lien on these 51 sold quota and which shall be re-purchased from the Sellers from the company ALB-ERK Ltd.

Article 1 - Legal basis

5. This Contract of Sale and Purchase of Quotas, on suspensive condition, is entered on basis of articles 84-88, 601-602, 660 and 705 and following of the Civil Code and article 73 of Law No.9901, dated 14.04.2008 "On Entrepreneurs and Commercial Companies" as amended.

Article 2 - Contract subject

Parties in the exercise of their contractual freedom, with free and full will, in accordance with the Civil Code of the Republic of Albania, Law No.9901, dated 14.04.2008 "On Entrepreneurs and Commercial Companies" and the Articles of the Association of the Company, declare that by the hereby contract the Sellers pass to the Buyers ownership the 51 quotas which the Sellers shall re-purchase from the company ALB-ERK Ltd., provided with NUIS K91816002D, quotas which have been sold on re-sale condition to the company ALB-ERK Ltd, based on the Contract of Quota Sale with Re-sale condition" No 5584 Rep and No 3275 Kol, date 24.10.2017, and specifically:



1. The Seller Vjollca Hoxha passes to the Buyer, EM CAPITAL GROUP AD company, 12.75 quotas which constitute 12.75% of the company's capital with a value of 38.250.000 ALL.
2. The Seller _ Lorela Hoxha passes to the Buyer, EM CAPITAL GROUP AD company, 12.75 quotas which constitute 12.75% of the company's capital with a value of 38.250.000 ALL.
3. The Seller Sara Hoxha passes to the Buyer, EM CAPITAL GROUP AD company, 12.75 quotas which constitute 12.75% of the company's capital with a value of 38.250.000 ALL.
4. The Seller Redia Hoxha passes to the Buyer, EM CAPITAL GROUP AD company, 12.75 quotas which constitute 12.75% of the company's capital with a value of 38.250.000 ALL.

After the signing of this contract the partners' participation in the VALTELINA Company's capital shall be:

- Vjollca Hoxha, remains partner with 7.25 quota which constitute 7.25% of the company's capital
- Lorela Hoxha, remains partner with 7.25 quota which constitute 7.25% of the company's capital
- Sara Hoxha, remains partner with 7.25 quota which constitute 7.25% of the company's capital
- Redia Hoxha, remains partner with 7.25 quota which constitute 7.25% of the company's capital
- Itan Hoxha, remains owner of 20 quotas (part of the charter capital) which constitute 20% of the company's charter capital with a value of 60.000.000, 00 ALL.
- The EM CAPITAL GROUP AD Company becomes partner of the company with 51 quotas which constitute 51% of the company's capital.

The hereby quota sale-purchase contract is subject to suspensive condition of full payment from the sellers, of the re-purchase quota price by the Buyer from the company ALB-ERK Ltd, price which shall be entirely financed/paid in the form of an earnest money by the Buyer of this contract, EM CAPITAL GROUP AD company.

Article 3- Sale price and liquidation method

The total price (comprehensive) of Sale-purchase of 51 quotas that the Sellers shall pass under the ownership of the Buyer, EM CAPITAL GROUP AD company, through this quota sale-purchase contract with suspensive condition, is represented by the amount of financing/payment in the form of an earnest money that the Buyer shall give to the Seller for the re-purchase of these 51 quota from the ALB-ERK Ltd company, and which is determined to be 153.000.000 ALL (one hundred and fifty-three million ALL), or the equivalent of this value in Euro currency according to the exchange rate set



by the Bank of Albania on the day of payment, adding to this value also the value of 600.000 Euro, (six hundred thousand euro).

The sale-purchase price of 51 quotas, subject of this contract, shall be liquidated from the Buyer to the Sellers, initially through financing/payment of the re-purchase amount from the Sellers of 51 quotas from ALB-ERK Ltd company, an amount which shall be performed and executed within 16.12.2019, being deposited/paid in favor of the sellers in their joint bank account opened in Raiffesien Bank sh.a. The remaining part of the price shall be paid to sellers from the buyer according to the hereby contract.

The Buyer by signing this contract provides to the Sellers as initial earnest money, on behalf of the amount due to them under this contract, the amount of 153.000.000 ALL (one hundred fiftythree million ALL) deposited in their joint bank account opened in Raiffeisen Bank sh.a. The other price difference amount, at a value of 600.000 Euro (six hundred thousand euro), shall be paid to Sellers from the Buyer, within 6 months from the signing of this contract of quota sale-purchase on suspensive condition.

Article 4 – Guarantees

The Sellers declare and guarantee that the 51 quotas, subject of this contract of quota sale-purchase with suspensive condition, sold by them to ALB-ERK Ltd Company, and which shall be re-purchased by the Sellers from ALB-ERK Ltd, do not have any registered lien.

Article 5 – Authentication/Certification of suspensive condition

The suspensive condition of the full payment from the Buyer, of 51 quotas sale-purchase price, subject under this contract, shall be considered fulfilled at the moment of full financing/ payment of the amount of 153.000.000 ALL (one hundred fifty three million ALL), in the form of earnest money from the Buyer, with the purpose of repurchasing the Sellers quotas from ALB-ERK Ltd company, and shall be certified by the public notary based on all documentation certifying all deposits/payments, that the Buyer, pursuant to Article 3 of this Contract, has made in favor of the sellers in their joint bank account opened in the Bank Raiffeisen Bank sh.a.

Article 6- Rights and liabilities of the parties

1. The Sellers, after signing this contract and until the verification of suspensive condition under article 5 of this contract, shall have no right, on the 51 quotas subject of this contract, which will be repurchased by ALB-ERK Ltd, to sell to third parties, to place any pledge, securing lien or any other kind of limiting agreement recognized by law.
2. The Sellers, after signing this contract, shall have no right, on the amounts of earnest money financing/payment, delivered by the Buyer for the repurchase of these quotas



- by ALB-ERK Ltd Company, to use them for purposes and destinations other than the payment of the quota repurchase price by the company ALB-ERK Ltd.
3. The Sellers, after signing this contract and until the verification of suspensive condition under article 4 of this contract, shall have no right to increase the charter capital of the company "VALTELINA" Ltd, provided with NUIS J61923012V, to increase the price of share, quota in this company and to take any borrowing or any other kind of financing on behalf and on account of the company "VALTELINA" Ltd from any third person, bank, crediting company, legal or natural person, etc.
 4. Sellers upon confirmation/verification of the suspensive condition, as provided under Article 4 of this contract, lose all ownership rights over 51 quotas, subject of this contract of quota sale-purchase with suspensive condition as well as all rights and liabilities that belong to them in the capacity of the partner of the company "VALTELINA" Ltd deriving from the possession of these 51 quotas in this company.
 5. The Buyer has the liability, in accordance with the provisions of Article 3 of this Contract, to pay the sale-purchase price of 51 quotas, subject to the Contract, through the financing/payment of earnest money in order to repurchase the 51 quotas of the Sellers from the company ALB-ERK Ltd.
 6. The Buyer after the fulfillment and execution of full earnest money financing/payment, at the value of 153.000.000 ALL (one hundred fifty three million ALL), in order to repurchase 51 quotas, subject to the contract, from the sellers by the company ALB-ERK Ltd, has the right to address to a public notary, who based on all the documentation proving all the payments that the Buyer has made under Article 3 of this contract, in favor of the Sellers in their joint account opened in the Raiffeisen Bank sh.a, has the right to certify the occurrence of the event that constitutes the suspensive condition of this contract.
 7. The Buyer, upon determination/verification by the notary of the occurrence of the event constituting the suspensive condition of this contract under its Article 5, has the right to address to the National Business Center, to request, based on this contract of quota sale-purchase with suspensive condition, the change of data for trading entity partners, limited liability company "VALTELINA" Ltd, provided with NUIS J61923012V, reflecting and adding to the trade register the information that the company EM CAPITAL GROUP AD which owns 51 quota of "VALTELINA" Ltd is also a partner of this entity.
 8. The buyer despite the confirmation of the suspensive condition and his right that by proving the suspensive condition he may ask and perform near NBC, data changes of partners for the trading company, limited liability company "VALTELINA" Ltd, the Buyer has the liability to pay to Sellers the entire selling price provided under Article 3 of this contract thus also the value of 600.000 Euro, (six hundred thousand Euro), an amount which shall be paid to Sellers from the Buyer within 6 months from the signing of this contract of quota sale-purchase on suspensive condition.
 9. Parties to this contracts, Sellers and Buyer, in accordance with articles 601 and 602 of the Civil Code, agree that if this contract of quota sale-purchase with suspensive conditions is not executed due to Buyer's fault, the party which provided the earnest



money, because this party, in accordance with the provisions of Article 3 of this Contract, has not made full payment of the sale price, this party loses the amounts given as earnest money, except the liability of this party to remediate the damage suffered by the Seller party.

Whereas if this contract of quota sale-purchase with suspensive conditions is not executed due to Seller's fault, the party which received the earnest money, because this party has not used the amounts of earnest money financing/payment delivered by the Buyer to pay the repurchase price of their quota from the company ALB-ERK Ltd, but has instead used them for other purposes and destinations, or even for other reasons, this party is obliged to refund to the Buyer twice the amount of the earnest money paid.

Article 7 - Dispute Settlement

Any dispute that may arise regarding the interpretation or application of this contract shall be settled by mutual agreement between the parties, otherwise the competent court for the resolution of such disputes shall be the District Court of Tirana.

This contract was drafted in 4 (four) copies of the same legal value, in Albanian language, and was read to the parties, who stated that they understood the above act and agreed to the above, and signed it regularly before me and I, the notary, certify it according to the law.

THE SELLER

VJOLLCA HOXHA

LORELA HOXHA

SARA HOXHA

REDIA HOXHA

THE BUYER

THE COMPANY

EM CAPITAL GROUP AD

Executive Director

DAVID WHITE

NOTARY

MAJLINDA E. DEMOLLARI



NOTERE
Majlinda E. Demollari
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