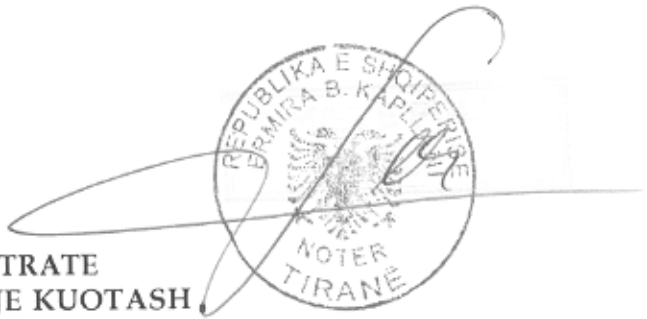


REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE

Nr. 25 Rep.
Nr. 11 Kol.

KONTRATE
SHIT-BLERJE KUOTASH



Sot me date 11.01.2017 (dymije e shtatembdhjete), ne Tirane, u paraqiten perpara meje, Noterit Ermira B. Kapllani, anetar i Dhomes se Notereve, ne Tirane, me seli ne rr. "Blv. Gjergj Fishta , Kulla II , Kati I, Tirane ", palet si me poshte vijon:

1. **Catalyst Viva Das General Contracting" LLC** e regjistruar si person juridik me nr. license tregtare CN-1040870/119538, me date regjistrimi 08.09.2001, me seli qendrore Emiratet e Bashkuara Arabe perfaqesuar nga Administratori z. **Ziad Salman Hamzeh**, i datelindjes 25.07.1952 , shtetas Sirian , i identifikuar nepermjet pasaportes nr. N006035647 (*ne vijim mund te referohet shitesi*);
dhe
2. Shoqeria "**Salillari**" regjistruar si person juridik ne Qendren Kombetare te Regjistrimit me NIPT J62903125G, me seli ne adresen Rruga Vore-Marikaj, KM 1 , Vore, Tirane, me administrator z. **Pellumb Salillari**, atesia Rauf, i datelindjes 29.09.1958, lindur ne Berat dhe banues ne Tirane, mbajtes i pasaportes me nr. BI0919514
3. Shoqeria "**Kastrati**" sh.a, regjistruar si person juridik ne Qendren Kombetare te Regjistrimit me NIPT K21711502V, me seli ne adresen "Lagjia 14", Ura e Dajlanit, Durres, perfaqesuar nga administratori z. **Gani Kastrati**, atesia Nebi, i datelindjes 15.11.1952, lindur ne Brrut, Kukës dhe banues ne Durres, mbajtes i leternjoftimit me nr. 031107938

(ne vijim se bashku mund te referohen bleresit)

Shitesit dhe Bleresit jane referuar me poshte individualisht si "**Pala**" dhe se bashku si "**Palet**".

MEQENESE:

- A. Shitesit zoteron 40% te kuotave te Kapitalit te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k (*ne vijim shoqeria*), nje shoqeri me pergjegjesi te kufizuar, e themeluar per zbatimin dhe permbushjen e kushteve te Kontrates se Koncesionit "*Per ndertimin, permiresimin, operimin dhe mirembajtjen e rruges Milot - Morine*" dhe qe funksionon sipas legjislacionit shqiptar, e regjistruar ne Regjistrin Tregtar me Nipt nr. L62427021G me seli ne adresen: Rruga Vore-Marikaj, KM 1, Vore, Tirane.
- B. Kapitali themeltar i shoqerise eshte 1,000,000 (nje milion) leke, te ndara ne kuota, te cilat jane nenshkruar dhe derdhur rregullisht dhe ne menyre te vlefshme.

Aktualisht palet zoterojne kuotat si me poshte:

-**CATALYST Viva Das General Constructing" LLC** zoteron nje kuote me vlere 400.000 lek qe perfaqeson 40% te kapitalit themeltar.



- "SALILLARI" sh.p.k zoteron nje kuote me vlere 300.000 lek qe perfaqeson 30% te kapitalit themeltar.

"KASTRATI" sh.a zoteron nje kuote me vlere 100 000 Lek e cila perben 10% te kapitalit themeltar.

Me ane te kesaj kontrate Shitesi, me ane te shitjes 100 % te vleres se kuotes se tij, transferon 10 % te Kapitalit te Shoqerise ne favor te "Salillari" sh.p.k e barazvlefshme me 100.000 lek dhe 30 % te Kapitalit te Shoqerise ne favor te "Kastrati" sh.a e barazvlefshme me 300.000 lek, te cilat perbejne ne total 40% te kapitalit themeltar te Shoqerise "Albanian Highway Concession" Sh.p.k.

- C. Me ane te kesaj kontrate, Bleresi "SALILLARI" sh.p.k, pervec zoterimit qe ka per 30% te kapitalit themeltar, deshiron te bleje edhe 10% te Kapitalit themeltar te cilat i zoteron Shitesi, duke u bere zoterues i ligjshem per 40% te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k.
- D. Me ane te kesaj kontrate, Bleresi "KASTRATI" sh.a, pervec zoterimit qe ka per 10% te kapitalit themeltar, deshiron te bleje edhe 30% te Kapitalit themeltar te cilat i zoteron Shitesi, duke u bere zoterues i ligjshem per 40% te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k.
- E. Ne perputhje me Nenet e Statutit te Shoqerise dhe Ligjit shqiptar "Per Tregtaret dhe Shoqerite Tregtare", Nr. 9901 date 14.04.2008 me ndryshimet perkatese, me ane te Vendimit te Ortakeve te Shoqerise "Catalyst Viva Das General Contracting" LLC, eshte vendosur miratimi i shitjes se 100 % (njeqind perqind) te kuotave te zoteruara ne Shoqerine Koncesionare "Albanian Highway Concession" Sh.p.k tek Bleresi.
- F. Ne baze te Statutit te Shoqerise "Albanian Highway Concession" Sh.p.k ("Statuti") kuotat mund te transferohen lirisht mes ortakeve dhe asnjeri prej ortakeve te Shoqerise nuk ka ndonje kundershtrim ne lidhje me kete.

Palet bien dakord per nenshkrimin e kesaj kontrate per shitjen e kuotave nepermjet Shitesit dhe Bleresve ("**Kontrata per Shit-Blerjen e Kuotave**" ose "**Kontrata**"), si me poshte vijon:

**NENI 1
Perkufizime**

1.1 Pervec shprehjeve te tjera te perkufizuara ndryshe ne kete Kontrate, per qellimet e saj, fjalet dhe shprehjet qe vijojne do te kene kuptimin e meposhtem:

- "Kontrate" do te thote kjo Kontrate per Shit-Blerje Kuotash - duke perfshire si pjese perberese te saj, deklaratat paraprake te mesiperme;
- "Shoqeria" do te thote Shoqeria Koncesionare "Albanian Highway Concession" Sh.p.k me NIPT L62427021G, me seli ne adresen: Rruga Vore-Marikaj, KM 1, Vore, Tirane.;
- "QKR" nenkupton Qendren Kombetare te Regjistrimit / Qendren Kombetare te Biznesit

"Leke"

monedha qe perdoret aktualisht ne Republiken e Shqiperise;

"Euro"

nenkupton monedhen qe perdoret ne Bashkimin European;

"Data e Kontrates"

nenkupton daten ne te cilen palet kane nenshkruar kete kontrate dhe perben daten ne te cilen Kontrata hyn ne fuqi me te gjitha efektet ligjore ne perputhje me legjislacionin shqiptar;

"Barre"

do te thote çdo hipoteke, detyrim, peng, garanci, e drejte zgjedhjeje, kufizim, e drejta e parablerjes, e drejta per t'u ofruar i pari ne blerje, e drejta ose interesi i nje pale te trete, barre ose interesa siguruese te çdo lloji, ose çdo lloj tjetër marreveshjeje preferenciale (duke perfshire por pa u kufizuar ne transferimin e nje titulli ose te nje marreveshje kontrolluese) me efekte te ngjashme;

"Pala" ose "Palet"

do te thote Bleresit ose Shitesit ose te tre se bashku, sic e kerkon permbajtja;

"Çmimi i Blerjes"

do te thote çmimi qe Bleresit i paguajne Shitesit per blerjen e Kuotave, sic percaktohet ne Nenin 3 te kesaj Kontrate;

"Kuota ne Shitje"

do te thote kuota te barabarta me 40% (dyzete perqind) te kapitalit themeltar te Shoqerise.

NENI 2 Objekti i Kontrates

- 2.1 Ne daten e nenshkrimit te kesaj Kontrate ("Data e Nenshkrimit"), Shitesit i shet Bleresit "SALILLARI" sh.p.k 10 (dhjete) % te kapitalit themeltar te shoqerise te cilat i zoteron ligjerisht, te lira nga çdo barre.
Kuota ne Shitje do te transferohen nga pronesia e Shitesit ne pronesi te Bleresit "SALILLARI" sh.p.k dhe pala Blerese do te behet zoteruesi ligjor i kuotes ne shitje. Ne kete menyre, Bleresi "SALILLARI" sh.p.k behet zoterues i ligjshem ne total per 40 (dyzete) % te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k.
- 2.2 Ne daten e nenshkrimit te kesaj Kontrate ("Data e Nenshkrimit"), Shitesit i shet Bleresit "Kastrati" sh.a 30% (tridhete perqind) te kapitalit themeltar te shoqerise te cilat i zoteron ligjerisht, te lira nga çdo barre.
Kuota ne Shitje do te transferohen nga pronesia e Shitesit ne pronesi te Bleresit "Kastrati" sh.a dhe pala Blerese do te behet zoteruesi ligjor i kuotes ne shitje. Ne kete menyre Bleresi "Kastrati" sh.a behet zoterues i ligjshem ne total per 40 (dyzete) % te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k.

NENI 3 Çmimi i Shitjes



3.1 Çmimi i shitjes i pagueshem nga Bleresi "Salillari" sh.p.k per 10% (dhjete perqind) te kapitalit themeltar te shoqerise eshte 100 000 Euro (Njeqind mije Euro) , shume totale e cila do te paguhet nga bleresi "Salillari" sh.p.k ne momentin e nenshkrimt te kesaj kontrate.

3.2 Çmimi i shitjes i pagueshem nga Bleresi "Kastrati" sh.a per 30% (tridhjet perqind) te kapitalit themeltar te shoqerise eshte 100 000 Euro (Njeqind mije Euro), shume totale e cila do te paguhet nga bleresi ne momentin e nenshkrimt te kesaj kontrate.

3.3 Pagesa do te kryhet per shoqerine Catalyst Viva Das General Contracting LLC ne llogarine personale (te hapur per kete qellim) te z. Ziad Salman Hamzeh ne Banken Credins me nr 880977 IBAN : 32 2121 1016 0000 0000 0088 0977 dhe do te faktehet me ane te pasqyrave te llogarive bankare te shitesit dhe te bleresit.

NENI 4

Deklarimet dhe Garancite e Shitesit

4.1 Shitesi deklaron dhe garanton ne lidhje me transakcionin qe parashikohet ne kete Kontrate, per te gjitha ceshtjet qe vijojne.

4.1.1 *Autorizimi* - Te gjitha veprimet, aktet dhe / ose procedurat e tjera te parashikuara nga legjislacioni shqiptar dhe legjislacioni i vendit te regjistrimit te Shitesit dhe / ose aktet e Shoqerise "CATALYST Viva Das General Constructing" LLC qe duhet te ndermerren nga ose per llogari te Shitesit dhe qe autorizojne Shitesin te lidhe dhe te zbatoje kete Kontrate jane kryer rregullisht. Kjo Kontrate eshte nenshkruar dhe dorezuar rregullisht nga Shitesi dhe perben nje detyrim te vlefshem dhe ekzekutiv per Shitesin dhe qe duhet zbatuar prej tij, ne perputhje me kushtet dhe afatet e Kontrates.

4.1.2 *Nenshkrimi* - Nenshkrimi i kesaj Kontrate nuk kerkon asnje depozitim, miratim, autorizim te cfaredolloji nga ndonje autoritet shteteror ose pale e trete pervec miratimit nga asambleja e shoqerise "CATALYST Viva Das General Constructing".

4.1.3 *Pronesia* - Shitesi eshte pronari i vetem dhe i ligjshem i Kuotave ne shitje. Kuotat jane percaktuar dhe emetuar rregullisht si dhe jane shlyer plotesisht nepermjet kontributit ne para ne kapitalin themeltar te Shoqerise.

4.1.4 *Kuotat* - Kuotat jane te lira dhe te çliruara nga çdo Barre e çfaredo lloji dhe Shitesi ka te gjitha te drejtat, kompetencen dhe autorizimin e plote per t'i shitur, per t'i kaluar, transferuar dhe dorezuar Kuotat ne perputhje me afatet e kasaj Kontrate. Nuk ka asnje kontrate, marreveshje ose detyrim qe krijon ose vendos ndonje Barre ne lidhje me Kuotat ose ndonje numer Kuotash te autorizuar por te paemetuara ne kapitalin e Shoqerise. Asnje person nuk pretendon se ka ndonje te drejte mbi ndonje Barre lidhur me ndonje nga Kuotat. Pervec kesaj Kontrate, nuk ka asnje kontrate, marreveshje, ose detyrim qe parashikon dhenien, emetimin, transferimin, riblerjen ose ripagimin ose dhenien e se drejtes nje personi, te drejten e parablerjes apo te kembimit, ne lidhje me Kuotat objekt te kesaj kontrate.

NENI 5

Deklarimet dhe Garancite e Bleresit

- 5.1 Bleresit deklarojne dhe i japin garanci Shitesit se nenshkrimi dhe dorezimi i kesaj Kontrate nuk jane dhe nuk do te jene ne konflikt, ose nuk do te rezultojne ne ndonje shkelje apo mospermbushje, te ndonje kontrate, marreveshjeje apo dispozitave te nje vendimi gjyqesor, urdhri, dekreti, rregulli ose rregulloreje te detyrueshme per Bleresin.
- 5.2 Bleresi "SALILLARI" sh.p.k, bashke me 30% te kapitalit themeltar qe zoteronte para nenshkrimt te kesaj kontrate, behet zoterues i ligjshem ne total per 40 (dyzete) % te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k dhe si rrjedhoje do te ndermarre te gjitha te drejtat dhe detyrimet qe vjen nga ky zoterim i kuotave.
- 5.3 Bleresi "Kastrati" sh.a bashke me 10% te kapitalit themeltar qe zoteronte para nenshkrimt te kesaj kontrate, behet zoterues i ligjshem ne total per 40 (dyzete) % te kapitalit themeltar te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k dhe si rrjedhoje do te ndermarre te gjitha te drejtat dhe detyrimet qe vjen nga ky zoterim i kuotave.
- 5.4 Bleresi detyrohet te paguaje çmimin e percaktuar te shitjes se kuotave sipas menyres se percaktuar ne nenin 3 te kesaj kontrate.



Neni 6 Juridiksioni

- 6.1 Çdo mosmarreveshje qe mund te linde nga interpretimi ose zbatimi i kushteve te kesaj kontrate midis paleve, do te zgjidhen me bisedime dhe mirekuptim te ndersjellte midis paleve ne perputhje me legjislacionin shqiptar ne fuqi.
- 6.2 Kur midis paleve nuk arrihet zgjidhja e çeshtjeve me mirekuptim, pala tjetere i drejtohet per zgjidhje Gjykates se Rrethit Gjyqesor Tirane.

NENI 7 Taksa dhe Shpenzime

- 7.1 Palet nuk kane asnje pergjegjesi per detyrimet qe rrjedhin nga shitblerja e kuotave ne vendet perkatese te rregjistrimit te shoqerive dhe qe parashikohen nga legjislacioni i vendit perkates.
- 7.2 Shitesi, nga data e nenshkrimt te kesaj kontrate ,nuk ka pergjegjesi lidhur me shpenzimet per projektin e koncensionit (Per ndertimin, permiresimin, operimin dhe mirembajtjen e rruges Milot - Morine)
- 7.3 Shpenzimet noteriale do te paguhen nga Bleresit.

NENI 8 Legjislacioni i Zbatueshem

Kjo kontrate, eshte hartuar ne baze te legjislacionit shqiptar dhe veçanerisht, dispozitat e Kodit Civil te Republikes se Shqiperise, Ligjit "Per Tregtaret dhe Shoqerite Tregtare" me ndryshimet perkatese.

NENI 9
Te ndryshme

- 9.1 Kjo Kontrate perben marreveshjen e plote dhe zevendeson çdo marreveshje te meparshme midis Paleve qe lidhet me objektin e kesaj Kontrate.
- 9.2 Çdo shtese, ndryshim, zgjidhje ose heqje dore nga ndonje prej dispozitave te kesaj Kontrate, do te jete e vlefshme vetem nese behet me shkrim, me akt noterial dhe nenshkruhet nga ose ne emer te seciles Pale.
- 9.3 Ne rast se nje dispozite ose detyrim sipas kesaj Kontrate eshte i pavlefshem, i paligjshem ose i pazbatueshem ne nje juridiksion, vlefshmeria, ligjshmeria dhe zbatueshmeria e dispozitave ose detyrimeve te tjera, ose e ketyre dispozitave ose detyrimeve ne nje juridiksion tjetër, nuk do te preket nga nje fakt i tille.
- 9.4 Palet do te perpiqen te zevendesojne nje dispozite te pazbatueshme ose te pavlefshme, ne masen me te madhe te mundshme, per te arritur qellimin e kesaj dispozite.
- 9.5 Asnjera Pale nuk mund te kaloje dhe/ose te transferoje te drejtat dhe/ose detyrimet sipas kesaj Kontrate, ne teresi ose ne vecanti, pa miratimin paraprak me shkrim te Pales tjetër.

Kjo Kontrate nenshkruhet ne 6 (gjashte) kopje origjinale dhe identike ne te dyja gjuhët anglisht dhe shqip nga une noterja njohese e gjuhes angleze dhe e pajisur me deshmi per kete gjuhe, nje kopje ruhet ne arkiven e noterit dhe pese kopje u jepen paleve.

Une, noteri Ermira B. Kapllani, pasi ua lexova Paleve kete kontrate me ze te larte dhe pasi Palet me vullnet te plote dhe te lire deklaruan se jane dakord me sa me siper e nenshkruajne ne pranine time dhe une noterit, pasi e gjej ne perputhje me ligjin e vertetotj nenshkrimin e tyre sipas ligjit.

SHITESI
Catalyst Viva Das General Contracting" LLC
Ziad Salman Hamzeh
Administrator

ZIAD SALMAN HAMZEH

BLERESI
"Salillari" sh.p.k
Pellumb Salillari

Pellumb Salillari
SALILLARI
Sh.p.k.
NR T: 0290325G
KORE-TIRANE

BLERESI
"Kastrati" sh.a
Gani Kastrati

Gani Kastrati

NOTERE
ERMIRA B. KAPLLANI

Ermira B. Kapllani

Ermira B. Kapllani



REPUBLIC OF ALBANIA
NOTARY CHAMBER TIRANA
No. 25 Rep.
No. 11 Coll.

CONTRACT ON
SALE - PURCHASE OF QUOTAS

Today as of date 11/01/2017 (two thousand seventeen), in Tirana, before me the Notary Public Ermira B. Kapllani a member of the Notary Chamber, in Tirana, with seat at: Rr. "Blv. Gjergj Fishta , Kulla II , Kati I Tirane " , appeared the parties as follow hereunder:

1. Catalyst Viva Das General Contracting" LLC registered as legal person with trade license no. CN-1040870/119538, with registration date 08.09.2001, with headquarters in the United Arab Emirates represented by the Administrator Mr. Ziad Salman Hamzeh, date of birth 25.07.1952 , Syrian Citizen , identified through passport no. N006035647 (*hereinafter referred to as the seller*);
and
2. The Company "Salillari" registered as legal person at the National Registration Center with NIPT J62903125G, with seat at the address: Rruga Vore-Marikaj, KM 1 , Vore, Tirana, with administrator Mr. Pellumb Salillari, fatherhood Rauf, date of birth 29.09.1958, born in Berat and resident in Tirana, holder of the passport with no. BI0919514
3. The Company "Kastrati" sh.a, registered as legal person at the National Registration Center with NIPT K21711502V, with seat at the address: "Lagjia 14", Ura e Dajlanit, Durres, represented by the administrator Mr. Gani Kastrati, fatherhood Nebi, date of birth 15.11.1952, born in Brrut, Kukes and resident in Durres, holder of the identity card with no. 031107938

(*hereinafter jointly referred to as the purchasers*)

The Seller and the Purchasers are hereinafter individually referred to as the "*Party*" and jointly as the "*Parties*".

WHEREAS:

- A. The Seller owns 40% of the quotas in the Capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k (*hereinafter the company*), a limited liability company, established for the execution and fulfillment of the requirements of the Concession Contract "*On the construction, improvement, operation and maintenance of Milot - Morine Road*" operating according to the Albanian legislation, registered in the Trade Register with NUIS L62427021G with seat in the following address: Rruga Vore-Marikaj, KM 1, Vore, Tirana.
- B. The establishment capital of the company is 1,000,000 (one million) leke (ALL), divided in quotas, which have been duly signed and settled in a valid manner.

At present, the parties own the following quotas:

- "CATALYST Viva Das General Constructing" LLC owns a quota in the amount of 400.000 lek (ALL), which represents 40% of the establishment capital.

- "SALILLARI" sh.p.k owns a quota in the amount of 300.000 lek (ALL), which represents 30% of the establishment capital.

- "KASTRATI" sh.a owns a quota in the amount of 100 000 Lek (ALL), which represents 10% of the establishment capital.

By means of the present contract, the Seller, through the 100 % sale of the amount of his quota, transfers 10 % of the Company's Capital in favor of "Salillari" sh.p.k equal to 100.000 lek (ALL) and 30 % of the Company's Capital in favor of "Kastrati" sh.a equal to 300.000 lek (ALL), which, in total, consists of 40% of the establishment capital of the Company "Albanian Highway Concession" Sh.p.k.

- C. By means of the present contract, the Purchaser "SALILLARI" sh.p.k, in addition to owning 30% of the establishment capital, is willing to purchase 10% of the establishment Capital owned by the Seller, becoming a legal owner for 40% of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k.
- D. By means of the present contract, the Purchaser "KASTRATI" sh.a, in addition to owning 10% of the establishment capital, is willing to purchase 30% of the establishment Capital owned by the Seller, becoming a legal owner for 40% of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k.
- E. In conformity with the Articles of the Company's Statute and Albanian Law "On Traders and Trade Companies", No. 9901 dated 14.04.2008 with the respective amendments, through the Decision of Shareholders of the Company "Catalyst Viva Das General Contracting" LLC, it was decided for the approval of selling 100 % (one hundred percent) of quotas owned at the Concessionaire Company "Albanian Highway Concession" Sh.p.k to the Purchaser.
- F. Based on the Statute of the Company "Albanian Highway Concession" Sh.p.k ("The Statute") quotas may be freely transferred between the shareholders and none of the shareholders of the Company has any objections related to this.

The parties agree about signing the present contract for the sale of quotas through the Seller and Purchasers ("**Contract on the Sale-Purchase of Quotas**" or "**The Contract**"), as follows hereunder:

ARTICLE 1 Definitions

- 1.1 In addition to other expressions otherwise defined in this Contract, for its purposes, the following words and expressions shall have these meanings given hereunder:

"Contract" means the present Contract for the Sale-Purchase of Quotas - including the above preliminary statements as its integral part;



- "The Company"* means the Concessionaire Company "Albanian Highway Concession" Sh.p.k with NUIS L62427021G with seat in the address: Rruga Vore-Marikaj, KM 1, Vore, Tirana;
- "NRC"* means the National Registration Center / the National Business Center
- "Leke" (ALL)* means the currency presently used in the Republic of Albania;
- "Euro"* means the currency used in the European Union;
- "Date of the Contract"* means the date on which the parties have signed the present contract and it constitutes the date on which the Contract becomes effective with all legal effects in conformity with Albanian legislation;
- "Burden"* means any mortgage, liability, pledge, guarantee, right of choice, limitation, right of pre-purchase, right to bid first in purchase, right or interest of a third party, burden or insurance interests of any kind, or any other kind of preferential agreements (including, but not limited to the transfer of a title or a controlling agreement) with similar effects;
- "Party" or "Parties"* means the Purchasers or the Seller or all three together, as required by the contents;
- "Purchase Price"* means the price that the Purchasers pay to the Seller for the purchase of Quotas, as determined in Article 3 of this Contract;
- "Quotas on Sale"* means quotas equal to 40% (forty percent) of the Company's establishment capital.



ARTICLE 2 Object of the Contract

- 2.1** On the signing date of this Contract ("**Signing Date**"), the Seller is selling to the Purchaser "SALILLARI" sh.p.k 10 (ten) % of the Company's establishment capital, legally owned, free from any burden.
The Quotas on Sale shall be transferred from the ownership of the Seller to the ownership of the Purchaser "SALILLARI" sh.p.k and the Purchaser shall become the legal owner of the quota on sale. In this manner, the Purchaser "SALILLARI" sh.p.k becomes the legal owner in total for 40 (forty) % of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k.
- 2.2** On the signing date of this Contract ("**Signing Date**"), the Seller is selling to the Purchaser "Kastrati" sh.a 30% (thirty percent) of the Company's establishment capital, legally owned, free from any burden.
The Quotas on Sale shall be transferred from the ownership of the Seller to the ownership of the Purchaser "Kastrati" sh.a and the Purchaser shall become the legal owner of the quota on sale. In this manner, the Purchaser "Kastrati" sh.a becomes the legal owner in total for 40 (forty) % of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k.

ARTICLE 3

Sale Price

- 3.1 The sale price payable by the Purchaser "Salillari" sh.p.k for 10% (ten percent) of the company's establishment capital is 100 000 Euro (One hundred Euro), a total amount, which shall be paid by the purchaser "Salillari" sh.p.k at the time of signing the present contract.
- 3.2 The sale price payable by the Purchaser "Kastrati" sh.a for 30% (thirty percent) of the company's establishment capital is 100 000 Euro (One hundred Euro), a total amount, which shall be paid by the purchaser at the time of signing the present contract.
- 3.3 The payment shall be made for the Catalyst Viva Das General Contracting LLC company, on the personal account (open for this aim) of Mr . Ziad Salman Hamzeh, at the Credins Bank with account number no. 880977 , IBAN : 32 2121 1016 0000 0000 0088 0977 and shall be substantiated through the bank account tables of the seller and purchaser.

ARTICLE 4

Statements and Guarantees of the Seller

- 4.1 The Seller declares and guarantees in relation to the transaction provided in this Contract, about all the following issues.
 - 4.1.1 *Authorization* - All the actions, acts and/or other procedures provided by Albanian legislation and the legislation in the country of Seller's registration and/or acts of the Company "CATALYST Viva Das General Constructing" LLC which should be undertaken by or on behalf of the Seller and which authorize the Seller to enter and implement the present Contract have been duly carried out. This Contract was duly signed and submitted by the Seller and constitutes a valid and executive obligation for the Seller, which should be applied by him, in conformity with the conditions and terms of the Contracts.
 - 4.1.2 *Signing* - Signing the present Contract does not require any deposit, approval, authorization of any kind by any state authority or third party, with the exception of the approval by the assembly of the company "CATALYST Viva Das General Constructing".
 - 4.1.3 *Ownership* - The Seller is the sole legal owner of Quotas on sale. The quotas have been duly determined and issued and have been duly settled through the contribution in cash in the establishment capital of the Company.
 - 4.1.4 *Quotas* - The quotas are free and clear from any burden of any kind and the Seller has all the rights, competence and full authorization to sell, pass, transfer and submit the Quotas in conformity with the terms of this Contract. There is no contract, agreement or obligation that creates or decides any Burden related to Quotas or any number of authorized Quotas, but yet not issued in the capital of the Company. No person claims he has any rights on any Burden related to any of the Quotas. In addition to this Contract, there is no contract, agreement, or obligation which anticipates the issuance, emission, transfer, re-purchase or repayment or granting the right to a person, the right of pre-purchase or exchange, in relation to the Quotas, object of this contract.
 - 4.1.5 The purchaser does not bear any arisen obligation on the quotas owned by the seller until the time of transferring its ownership.



- 4.1.6 The Seller waives from any claims regarding the profit he benefits in the form of dividend or any other benefit until the date of quotas' transfer.

ARTICLE 5

Statements and Guarantees of the Purchaser

- 5.1 The Purchasers declare and guarantee the Seller that signing and submission of this Contract are not and they shall not be in conflict, or they shall not result in infringement or default of any contracts, disagreements or provisions of a court decision, order, decree, rule or regulation mandatory for the Purchaser.
- 5.2 The Purchaser "SALILLARI" sh.p.k, along with 30% of the establishment capital owned before signing this contract, becomes the legal owner in total for 40 (forty) % of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k and as a consequence shall undertake all the rights and obligations deriving from such owning of quotas.
- 5.3 The Purchaser "Kastrati" sh.a along with 10% of the establishment capital owned before signing this contract, becomes the legal owner in total for 40 (forty) % of the establishment capital of the Concessionaire Company "Albanian Highway Concession" Sh.p.k and as a consequence shall undertake all the rights and obligations deriving from such owning of quotas.
- 5.4 The Purchaser is obliged to pay the determined price for the sale of quotas according to manner determined in Article 3 of this Contract.



Article 6 Jurisdiction

- 6.1 Any disagreements which may arise from the interpretation or implementation of the conditions of this contract between the parties shall be resolved through discussions and mutual understanding between the parties in compliance with the Albanian legislation in force.
- 6.2 When the resolution of issues is not resolved with understanding, the other party addresses for resolution to the Court of Tirana Judicial District.

ARTICLE 7 Taxes and Expenses

- 7.1 The parties have not any responsibility for obligations that derives from the sale purchase of quotas in the respective country of registration and that are provided by the legislation of the respective country.
- 7.2 The seller , form the date of signing of this contract , has no responsibility related with the cost of concession project (*On the construction, improvement, operation and maintenance of Milot - Morine Road*”).
- 7.3 Notarial expenses shall be paid by the Purchasers.

ARTICLE 8
Applicable Legislation

This contract was drafted based on the Albanian legislation and particularly the provisions of the Civil Code of the Republic of Albania, Law "On Traders and Trade Companies" with the relevant amendments.

ARTICLE 9
Miscellaneous

9.1 This Contract constitutes the full agreement and it substitutes any previous agreements between the Parties regarding the object of this Contract.

9.2 Any additions, amendments, resolution or waiver from any of the provisions under this Contract shall be valid only if made in writing, through a notarial act and it is signed by or on behalf of each Party.

9.3 In case of a provision or liability according to this Contract is invalid, illegal or inapplicable in a jurisdiction, validity, legality and viability of provisions or other obligations, or of these provisions or obligations in another jurisdiction, shall not be affected by such a fact.

9.4 The parties shall make efforts to substitute an inapplicable or invalid provision, to the greatest extent possible, in order to reach the purpose of this provision.

9.5 No Party can pass and/or transfer the rights and/or obligations according to this Contract, entirely or particularly, without the preliminary approval in writing of the other Party.

This Contract is signed in 6 (six) original and identical counterparts in both languages English and Albanian by me the notary public, connoisseur of the English language and provided with certificate in this language, a copy of which is stored in the archives of the notary public and five copies are given to the parties.

I, the notary public Ermira B. Kapllani, after reading the present Contract to the Parties in loud voice and after the Parties with free and full will declared that they agree with the above, duly sign in my presence and I, the notary public, after finding it in conformity with law, hereby certify their signatures according to the law.

SELLER

Catalyst Viva Das General Contracting" LLC
Ziad Salman Hamzeh

ZIAD SALMAN HAMZEH

PURCHASER
"Salillari" sh.p.k
Pellumb Salillari

Pellumb Salillari
"SALILLARI"
SH.P.K.
NPT: 4629/3125G
TIRANË

PURCHASER
"Kastrati" sh.a
Gani Kastrati

NOTARY

Ermira B. Kapllani

Ermira B. Kapllani

[Signature]

