

MARREVESHJE PER TRANSFERIMIN E KUOTAVE

KJO MARREVESHJE PER TRANSFERIMIN E KUOTAVE eshte lidhur me date 3 Qershor 2021 ("Marreveshja"):

- **Best in Parking AG**, nje shoqeri aksionare, e themeluar dhe ekzistuese sipas ligjeve te Austrise, e regjistruar ne Regjistrin Tregtar me numer regjistrimi FN 533363 h, me adrese te regjistruar ne: Schwarzenbergplatz 5, Top 7/1, 1030 Viene, Austrie perfaqesuar ne menyre te rregullt nga **Xhet Hushi** (lindur me 04.06.1986, ne Elbasan, banues ne Tirana, mbajtes i leternjoftimit me nr. 033893993) nepermjet Prokures date 04.02.2021 te leshuar nga presidenti i bordit te menaxhimit Z. **Johann Breiteneder** (lindur me 15.11.1975, ne Viene, banues ne Schwarzenbergplatz 5 / 7.1, 1030 Viene, Austri, mbajtes i pasaportes me numer: U 5460069) (referuar ne vijim si "**Bleresi**"),

dhe

- Znj. **Marsida Duka**, lindur me 09.04.1980, ne Durres, Shqiperi, banuese ne Tirane, Shqiperi, mbajtese e leternjoftimit me numer 032508006, (referuar ne vijim si "**Shitesi i Pare**"),

dhe

- Z. **Alion Cibaku**, lindur me 11.06.1980, ne Peshkopi, Shqiperi, banues ne Tirane, Shqiperi, mbajtes i leternjoftimit me numer 035036264, (referuar ne vijim si "**Shitesi i Dyte**"),

Shitesi i Pare dhe Shitesi i Dyte do te referohen bashkerisht si "**Shitesit**" dhe se bashku me Bleresin do te referohen bashkerisht si "**Palet**" dhe secila prej tyre do te referohen si "**Pale**".

NDERSA:

- A. Shitesi i Pare eshte zoterues i nje kuote e cila perfaqeson 30% te kapitalit te shoqerise "Best in Parking Albania" SHPK, nje person juridik Shqiptar i themeluar dhe i organizuar ne formen e nje shoqerie me pergjegjesi te kufizuar, te regjistruar ne Regjistrin Tregtar Shqiptar me numer regjistrimi NUIS: M11424003K ("Shoqeria");
- B. Shitesi i Dyte eshte zoterues i nje kuote e cila perfaqeson 20% te kapitalit te Shoqerise;
- C. Bleresi eshte zoterues i nje kuote e cila perfaqeson 50% te kapitalit te Shoqerise;
- D. Shitesit synojne te shesin te dyja kuotat e tyre, qe perfaqesojne te gjitha pjesemarrjen e tyre ne kapitalin e Shoqerise (ne vijim "**Kuotat**") Bleresit dhe Bleresi synon te bleje Kuotat nga Shitesi ne perputhje me termat dhe kushtet e kesaj Marreveshje;
- E. Shitesi dhe Bleresi kane lidhur nje Marreveshje te Shitjes dhe Blerjes me 17.05.2021 ("**Marreveshja Kryesore**") per shitjen dhe blerjen e Kuotave;
- F. Palet konfirmojne qe ne daten e kesaj Marreveshjeje, te gjitha kushtet paraprake dhe kerkesat sic percaktohen ne Nenet 2, 3, 4 te Marreveshjes Kryesore jane permbushur dhe Palet kane

kryer dhe dorezuar te gjitha veprimet dhe dokumentet e nevojshme per perfundimin e shitjes sic eshte rene dakord ne te;

- G. Palet konfirmojne dhe pranojne perfaqesimet dhe garancite e parashikuara ne piken 6 te Marreveshjes Kryesore qe nga dita e kesaj Marreveshje jane ende te vlefshme dhe te sakta;

PRANDAJ ESHTË RENË DAKORD si me poshte:

1. TRANSFERIMI I AKSIONEVE

- 1.1 Shitesit qe nga data e kesaj Marreveshje shesin dhe transferojne te Bleresi dhe Bleresi qe nga data e kesaj Marreveshje blen dhe merr nga Shitesi, pronesine e Kuotave te Shoqerise sipas termave dhe kushteve te percaktuara ne Marreveshjen Kryesore.
- 1.2 Per transferimin e Kuotave sipas paragrafit 1.1 me siper, Bleresi i paguan Shitesve Cmimin e Blerjes ne shumen dhe sipas menyrave te rena dakord ne Marreveshjen Kryesore.

2. DISPOZITAT E ZBATUESHME

- 2.1 Kjo Marreveshje se bashku me Marreveshjen Kryesore perbejne marreveshjen midis Paleve dhe te gjitha dispozitat e Marreveshjes Kryesore zbatohen plotesisht per kete Marreveshje.

3. KOPJET E NJEJTA

Kjo Marreveshje mund te nenshkruhet ne disa numer kopjesh, secila prej te cilave kur nenshkruhet dhe dorezohet do te perbeje nje origjinal. Te gjithë kopjet se bashku do te perbejne te njejtin instrument.

NE DESHMI TE SA ME SIPER kjo Marreveshje eshte lidhur ne daten e shkruar me siper.

Nenshkruar ne emer te Shiteseve nga:

Marsida Duka

Marsida Duka

Aljon Cibaku

Aljon Cibaku

Nenshkruar ne emer te **Best In Parking AG** nga:

Xhet Hushi nepermjet Prokures se Posacme

Xhet Hushi

AGREEMENT ON TRANSFER OF QUOTAS

THIS AGREEMENT OF TRANSFER OF QUOTAS is made on this 3rd day of June 2021 (the "Agreement"), by and between:

- **Best in Parking AG**, a joint stock company, established and existing under the laws of Austria, registered in the Commercial Register under registration number FN 533363 h, with its registered seat in: Schwarzenbergplatz 5, Top 7/1, 1030 Vienna, Austria, duly represented by **Xhet Hushi** (born on 04.06.1986, in Elbasan, resident in Tirana, holder of ID no. 033893993) through Power of Attorney dated 04.02.2021 issued by the president of the management board Mr. **Johann Breiteneder** (born on 15.11.1975, in Vienna, resident in Schwarzenbergplatz 5 / 7.1, 1030 Vienna, Austria, holder of the passport number: U 5460069) the (hereinafter referred to as the "**Purchaser**"),

and

- Mrs. **Marsida Duka**, born on 09.04.1980, in Durres, Albania, resident in Tirana, Albania, bearer of the ID card number 032508006, (hereinafter referred to as the "**First Seller**"),

and

- Mr. **Aljon Cibaku**, born on 11.06.1980, in Peshkopia, Albania, resident in Tirana, Albania, bearer of the ID card number 035036264, (hereinafter referred to as the "**Second Seller**"),

First Seller and Second Seller shall be collectively referred to as the "**Sellers**" and together with the Purchaser shall be collectively referred to as the "**Parties**" and either one of them shall be referred to as a "**Party**".

WHEREAS:

- A. The First Seller is the owner of one quota representing 30% of the capital of the company "**Best in Parking Albania**" SHPK, an Albanian legal entity established and organised in the form of a limited liability company, registered in the Commercial Register with registration number (NUIS) M11424003K (the **Company**);
- B. The Second Seller is the owner of one quota representing 20% of the capital of the Company;
- C. The Purchaser is the owner of one quota representing 50% of the capital of the Company;
- D. The Sellers intend to sell both their quotas, representing their entire participation in the capital of the Company (hereinafter the "**Quotas**") to the Purchaser and the Purchaser intends to buy the Quotas from the Sellers in according with the terms and conditions of this Agreement;
- E. The Sellers and the Purchaser have entered into a Sale & Purchase Agreement on 17.05.2021 (the "**Main Agreement**") for the sale and purchase of the Quotas;

F. The Parties confirm that at the date of this Agreement, all the conditions precedent and requirements as stated in Clauses 2, 3, 4 of the Main Agreement have been fulfilled and the Parties have performed and delivered all the necessary actions and documents for the completion of the sale of the as agreed therein;

G. The Parties confirm and acknowledge as of the day of this Agreement the representations and warranties provided in Clause 6 of the Main Agreement are still valid and true;

THEREFORE IT IS HEREBY AGREED as follows:

1. TRANSFER OF QUOTAS

1.1 The Sellers as of the date of this Agreement sell and transfer to the Purchaser and the Purchaser as of the date of this Agreement purchases and receives from the Sellers, the ownership of the Quotas of the Company under the terms and conditions set forth in the Main Agreement.

1.2. For the transfer of the Shares as per paragraph 1.1 above, the Purchaser pays to the Sellers the Purchase Price at the amount and as per the modalities agreed in the Main Agreement.

2. APLICABLE PROVISIONS

2.1 This Agreement together with the Main Agreement constitute the entire agreement between the Parties and all the provisions of the Main Agreement apply entirely to this Agreement.

3. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original. All the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been entered into on the date first written above.

Signed on behalf of the Sellers by
Marsida Duka

Marsida Duka

Aljon Cibaku

Aljon Cibaku

Signed on behalf of **Best in Parking AG** by:

Xhet Hushi through Power of Attorney

Xhet Hushi Hushi