



THIS AGREEMENT is made the 2nd day of August, 2010 BETWEEN:

- (1) Dalewest Limited, a company limited by shares and incorporated in Cyprus with number 123752 under the Companies Law Cap 113, whose registered office is at Themistokli Dervi, 3, Julia House, P.C. 1066, Nicosia, Cyprus and trading from: 77 Strovolos Avenue, Strovolos Centre, Office 302, Nicosia, Cyprus (the "Seller"), party of the first part; and
- (2) Sedini Holdings Limited, a company limited by shares and incorporated in Cyprus with number HB 264108 under the Companies Law Cap 113, whose registered office is at Kinyras, 25, Strovolos, P.C. 2043, Nicosia, Cyprus (the "Purchaser"), party of the second part.

WHEREAS:

- (A) The Seller is the owner of 25 ordinary shares of LEK 1,000 par value each (total par value LEK 25,000) of Albanian Motor Company SH.P.K., a limited liability company incorporated in Albania (the "Company"), with all rights, spin offs, splits, etc. and constituting 25% of the entire issued share capital of the Company (the "Shares"), is the owner of a loan owed by the Company to the Seller in the principal amount of Euro 300,000 (the "Loan") and may be entitled to other dividends, distributions, rights and benefits and may be subject to obligations (together, the "Interest") as a result of its holdings in the Company (the Shares, the Loan and the Interest shall be referred to together as the "Assets"); the Seller received the amount representing the Loan via shareholder loans from Tiriac group and Tashit group;
- (B) The Parties have agreed that the Purchaser shall buy the Assets from the Seller and that the Seller shall sell the Assets to the Purchaser;
- (C) Stonefield Estates and Grand Automotive LLP are referred to in this Agreement in their capacity as shareholders of Dalewest and Stonefield Estates respectively.

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NOW IT IS AGREED as follows:

1 Representations

- 1.1 The Seller represents and warrants that it owns the Assets free and clear of any and all third party rights and may enter into this Agreement and that there is no restriction on the transfer of the Assets to Purchaser and on entering into and executing this Agreement.
- 1.2 The Purchaser represents and warrants that it may enter into this Agreement and that there is no restriction on entering into and executing this Agreement.

2 The Transactions

- 2.1 Seller sells and Purchaser buys the Assets for a total global consideration of Euro 193,500 (the "Consideration") to be paid by Purchaser to Seller upon the Closing (see clause 2.2 and clause 3 below). The Consideration is made up of: a new loan in amount of Euro 178,500 which is allocated to reimburse the loan granted to the Seller by Tiriac group (part of the Loan) and the amount of Euro 15,000 representing the price of the Shares of the Company to be paid to the Seller, as per clause 2.2A and 2.2B below.
- 2.2 More particularly, the transaction under clause 2.1 above shall be executed in the following manner:
- (A) Seller sells and Purchaser buys the Shares for Euro 15,000 (being part of the Consideration).
 - (B) Seller assigns the Loan and the Interest to Purchaser and Purchaser agrees to accept such assignment in consideration for the payment by the Purchaser to the Seller of Euro 178,500 (being part of the Consideration) as shareholder loan (the "New Loan"), with the same amount paid to Tiriac group as a repayment of existing shareholder loans, reducing Tiriac shareholder loan account with the Seller in the same amount.
 - (C) The Transfer of the Loan and the Interest to Purchaser shall be accomplished by debiting on the books of the Seller an amount of Euro 300,000, offsetting the New Loan and a Tashtit group loan to the Seller in the amount of Euro 121,500.

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(D) The Transactions in (B) and (C) above shall be that the Tashtit shareholder loans on the books of the Seller will be reduced by Euro 121,500 and the Tiriac shareholder loans on the books of the Seller will be reduced by Euro 178,500.

(E) All these Transactions are contemporaneous.

2.2 In the interim period between the date of this Agreement and until closing occurs the parties shall act as if the Agreement has been closed and, among others, the Purchaser shall take upon itself and fulfill all obligations relating to the Assets (including the provision of guarantees to Ford Credit) and the Seller shall receive and hold for the benefit of Purchaser and shall transfer to Purchaser at Closing of the transactions all repayments, dividends, amounts and distributions, if any, made by the Company. Mr. Christos Liasi is hereby authorized to act in furtherance of this Agreement and this sub-clause on behalf of all Parties.

3 Closing

3.1 The Closing of the Transactions under this Agreement including the payment of the Consideration shall occur on the 5th business day following the receipt of the last of the authorizations listed below receipt of which is required to conclude the execution of this Agreement:

- (A) That the Company shall approve the transfer of the Shares from the Seller to the Purchaser in a general meeting of shareholders and that the Seller shall execute a power of attorney to an Albanian attorney to effect the transfer of the Shares to the Purchaser in the Albanian Trade Registry; and
- (B) That the Parties and the Company shall execute an assignment of the Loan and Interest from the Seller to the Purchaser; and
- (C) That FORD Motor Company shall approve the modification of Section F of the Global Importer Dealer Sales and Service Agreement dated as of 15 May 2007 between Ford Motor Company and the Company approving the transfer of the Shares from the Seller to the Purchaser.

3.2 The Parties, Stonetield Estates Limited and Grand Automotive LLP shall use all best endeavors to ensure that all the required authorizations are received as early as practicable and shall execute all Board and Shareholders resolutions and shall

(Handwritten initials and number)
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execute all other documents required in order to give effect to the Transactions detailed herein.

4 General

4.1 This Agreement constitutes the entire agreement between the parties. This Agreement may be amended only by an instrument executed by the Seller and the Purchaser and countersigned by Stonefield Estates Limited and by Grand Automotive LLP.

4.2 This Agreement may be executed in any number of counterparts or duplicates. A faxed or scanned copy shall be binding as an original.

4.3 Any notice to be given by a Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by fax or by prepaid registered post (airmail in the case of an address for service outside Cyprus) to the addressee at the address or (as the case may be) the fax number of that party as set opposite its name below:

The Seller: 77 Strovolos Avenue, Strovolos Centre, Office 302, P.C. 2018, Nicosia, Cyprus; fax number 00357-22-374166

with a copy to Stonefield Estates Limited at the same address

The Purchaser: Kinyras, 25, Strovolos, P.C. 2043, Nicosia, Cyprus; fax number 00357-22-885193

with a copy to Grand Automotive LLP at Taavuta Junction, Ramle, Israel; fax 972-3-6845713;

or at such other address (or fax number) as the Party to be served may have notified (in accordance with the provisions of this clause) for the purposes of this Agreement.

Any notice sent by fax shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served 48 hours after posting to an address in Cyprus or where served by airmail five (5) days after posting to an address outside Cyprus. In proving the service of any notice it will be sufficient to prove, in the case of a letter, that the letter was properly stamped, addressed and placed in the post or delivered or left at the current address if delivered personally and, in the case of a fax, that the fax was duly dispatched to the fax number of the

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addressee given above or subsequently notified for the purposes of this Agreement.

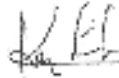



5 Law and jurisdiction

- 5.1 This agreement shall be governed by and construed in all respects in accordance with UK law.
- 5.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ('proceedings') each of the parties irrevocably submits to the jurisdiction of the courts of Cyprus and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 5.3 These submissions shall not affect the right of any Party to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude any party from taking proceedings in any other jurisdiction.



Dalewest Limited

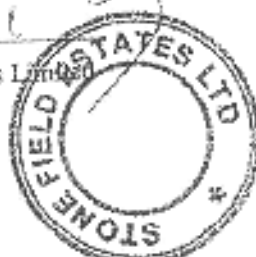


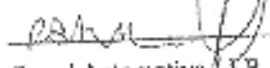

Sedini Holdings Limited



The undersigned shall exercise all voting rights and other powers of control available to them in relation to the Seller, the Purchaser and the Company so as to procure (so far as each is respectively able by the exercise of such rights and powers) that this Agreement is executed and that the transactions under it close and that each of the directors appointed or deemed to be appointed by the undersigned shall execute and do all such acts and things required to give effect to this Agreement.


Stonefield Estates Limited




Grand Automotive LLP



AMENDMENT

This amendment to a Share Purchase Agreement dated 2 August 2010 (the "Agreement") is signed in Cyprus on the 10th day of May 2011 (the "Amendment"), by and between the following parties:

DALEWEST LIMITED, a company limited by shares and incorporated in Cyprus with number HE 123752 under the Companies Law Cap 113, whose registered office is at Themistokli Dervi 3, Julia House, P.C. 1066, Nicosia, Cyprus and trading from 77 Strovolos Avenue, Strovolos Centre, Office 302, Nicosia, Cyprus (the "Seller"), represented by: Mr. Christos Liasi, holder of Cypriot passport no. E254692.

AND

DALEWEST ALBANIA LIMITED, previously named **SEDINI HOLDINGS LIMITED**, a company limited by shares and incorporated in the Republic of Cyprus with number HE 264108 under the Companies Law Cap 113, whose registered office is at Kinyras, 25, Strovolos, P.C. 2043, Nicosia, Cyprus, (hereinafter referred to as the "Purchaser"), represented by: Mr. Christos Liasi, holder of Cypriot passport no. E254692.

WHEREAS:

Albania Motor Company shpk., a limited liability company organized and existing under the laws of Republic of Albania, registered with the Albanian Commercial Register upon Decision no. 31670 dated 27.05.2004 of Tirana District Court having its legal seat located at the address: Keshar, Tirane (the "Company") presently has an authorized share capital of ALL 22,012,000 (twenty two million twelve thousand Lekë) divided in 22,012 (twenty two thousand twelve) shares having a nominal value of 1,000 (one thousand) Lekë each share.

NOW THEREFORE, in consideration for the mutual agreements contained herein the parties agree as follows:

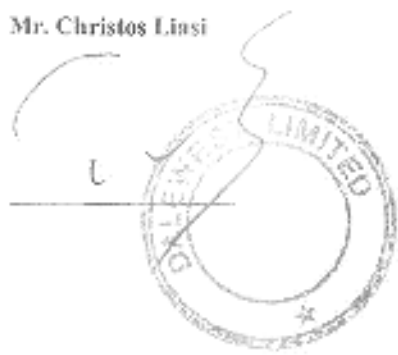
The term "Shares" as defined in the Agreement is clarified and amended to read 5,503 ordinary shares constituting the entire 25% of the share capital of the Company which was sold by the Seller under the Agreement, together with all the rights, spin-offs, splits, etc., so that the share capital of the Company shall be owned:



- a) INER shpk, a limited liability company, incorporated under the laws of the Republic of Albania, with legal seat at the address: Rruga Qemal Stafa, Pall. 188, Shk. 1, Ap. 2, Tirane, Shqiperi, owner of 16,509 (sixteen thousand five hundred nine) shares equivalent to 75% of the Company share capital;
- b) Dalewest Albania Limited, a company limited by shares and incorporated in Cyprus with number HE 264108 under the Companies Law Cap 113, whose registered office is at Kinyras, 25, Stravolas, P.C. 2043, Nicosia, Cyprus, owner of 5,503 (five thousand five hundred three) shares, equivalent to 25% of the Company share capital.

THE PARTIES

THE SELLER
DALEWEST LIMITED
Represented by:
Mr. Christos Linsi



THE PURCHASER
DALEWEST ALBANIA LIMITED
Represented by:
Mr. Christos Linsi



REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE

NR. 6716 Rep.

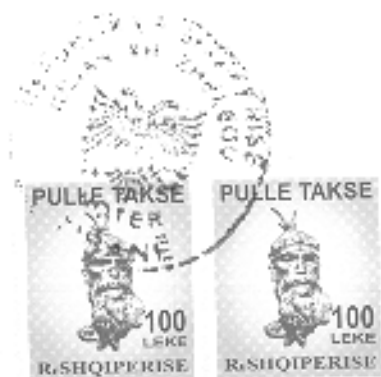
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VERTETIM

Sot me date 31.052011 (dymije e njembdhjete), u paraqit perpara meje Noterit, Anetar i Dhomes se Notereve Tirane, Artilla Rama, e njohur personalisht prej meje, e cila me paraqiti originalin e dokumentit bashkengjitur (marreveshje per shitje kuotash) nga i cili behet nje fotokopje dhe une noteri e vertetoj ate si te njejte me kete original.

NOTER



Kjo Marreveshje lidhet sot ne daten 02 Gusht 2010 ndermjet:



- (1) Dalewest Limited, nje shoqeri e limituar nga kuotat e themeluar dhe e organizuar sipas ligjeve te Qipros, me nr. Rregjistrimi 123752, sipas ligjit Tregtar, Kapitulli 113, selia e se ciles eshte ne adresen Themistokli Devi, 3, Julia House, P.C. 1066, Nicosia, Qipro, dhe tregtim nga 77 Strovolos Avenue, Strovolos Centre, Office 302 Nicosia, Qipro (me poshte "Shitesi"), pala ose pala e pare; dhe
- (2) Sedini Holdings Limited, nje shoqeri e themeluar sipas ligjeve te Qipros me nr. Rregjistrimi HE 264108 sipas Ligjit Tregtar, Kapitulli 113, selia e se ciles eshte ne adresen Kinyras, 25, Strovolos, P.C. 2043, Nicosia Qipro (me poshte "Bleresi"), pala ose pala e dyte.

MEQENESE:

- (A) Shitesi eshte pronar i 25 kuotave te kapitalit me vlere Lek 1000 secila (me vlere totale Lek 25.000) te shoqerise Albanian Motors Company shpk. (me poshte "Shoqeria"), nje shoqeri me pergjegjesi te kufizuar, e themeluar dhe e organizuar sipas ligjeve te Republikes se Shqiperise, me te gjitha te drejtat, dhe detyrimet te cilat perbejne 25% te gjithe kapitalit te Shoqerise (Kuotat), dhe eshte pronari i nje huaje akorduar Shoqerise ne shumen Euro 300.000 ("Huaja"), dhe se Shitesi mund te jete titullar i cdo dividenti tjeter, shperndarje, te drejtash dhe perfitimesh dhe mund te jete subjekt i detyrimeve (se bashku "Interesat"), si rezultat i pjesemarrjes ne Shoqeri (se bashku Kuotat, Huaja dhe Interesat do te referohen ne kete marreveshje si "Asetet"); Shuma e Huase se percaktuar me siper i eshte akorduar Shitesit nga ortakët e tij, perkatesisht Tiriac Group dhe Tashtit Group;
- (B) Palet kane rrene dakort qe Bleresi do te bleje Asetet nga Shitesi dhe se Shitesi do t'i shese Asetet Bleresit;
- (C) Stonefield Estates dhe Grand Automotive LLP jane referuar respektivisht ne kete Marreveshje si ortakët e Dalewest dhe Stonefield Estates;

Per sa me siper Palet e kesaj Marreveshje bien dakort si me poshte vijon:



1. Deklarimet

- 1.1. Shitesi deklaron dhe garanton se është pronar i Aseteve të cilat janë të lira nga çdo detyrim apo pretendim i paleve të treta mbi to dhe se ai mund të hyjë lirisht në këto Marrëveshje dhe se nuk ka asnjë pengesë për transferimin e Aseteve tek Blerësi dhe/ose për të lidhur këto Marrëveshje;
- 1.2. Blerësi deklaron dhe garanton se ai mund të hyjë lirisht në këto Marrëveshje dhe se nuk ka asnjë pengesë për të lidhur këto Marrëveshje.

2. Transaksioni

- 2.1 Shitesi shet dhe Blerësi blen Asetet kundrejt një cmimi total në shumën EUR 193.000 ("Çmimi") i cili do t'i paguhet Shitesit nga Blerësi në momentin e përcaktuar në Përfundim të Transaksionit sipas paragrafëve 2.2 dhe 3 më poshtë). Çmimi përbehet nga: (i) një hua e re në shumën EUR 178.500 e cila akordohet për mbylljen e një pjese të Huasë ekzistuese të akorduar Shoqërisë, dhe që konsiston në huancë që Tiriac Group i ka akorduar Shitesit për këte qëllim; dhe (ii) shuma EUR 15.000 e cila përben cmimin e Kuotave të Shoqërisë që do t'i paguhet Shitesit, sipas paragrafëve 2.2 A dhe 2.2 B më poshtë.
- 2.2 Me saktësiht, transaksioni sipas paragrafit 2.1 më sipër, do të zbatohet në mënyrën e përcaktuar më poshtë:
 - (a) Shitesi shet dhe Blerësi blen Kuotat për EUR 15,000 (shuma e cila është pjesë e Cmimit).
 - (b) Shitesi i cedon Blerësit Huancë së bashku me Interesat dhe Blerësi e pranon këte kalim duke i paguar Shitesit për këte kalim shumën EUR 178,500 (shuma e cila është pjesë e Cmimit), nëpërmjet një huaje të ortakut ("Hua e Re"), me të njëjten shumë që do t'i paguhet Tiriac Group, si ripagim i huasë ekzistuese të këtij ortakut, duke zbritur huancë e ortakut Tiriac të Shitesit në të njëjtën shumë.
 - (c) Transferimi i Huasë dhe Interesave tek Blerësi do të kryhet duke debituar në llogaritë e Shitesit një shumë të barabartë me EUR 300,000 dhe duke kompensuar Huancë e Re dhe huancë të Tashtit Group akorduar Shitesit në shumën EUR 121,500.
 - (d) Transaksioni i përshkruar në paragrafet B dhe C më sipër do të thotë që Shitesi në Librat e tij kontabel do të zbrese shumën EUR 121,500, shumë e cila i takon huasë së ortakut të Shitesit Tashtit Group dhe shumën EUR 178,500, shumë e cila i takon huasë së ortakut të Shitesit Tiriac Group.

(c) Te gjitha Transaksionet e pershkruara me siper do te kryhen ne te njejten kohe.

2.3 Ne periudhen ndermjetese qe do te thote nga data e nenshkrimt te kesaj Marreveshje dhe dates ne te cilen do te perfundojne transaksionet e mesiperme, palet do te sillen sikur kjo Marreveshje te jete perfunduar midis tyre, dhe Bleresi do te ndermarre pambushjen e te gjitha detyrimeve kundrejt Aseteve (perfshire dhe provigjonin e garancise se Ford Credit) dhe Shitesi do te marre dhe do te mbaje per llogari te Bleresit dhe do ti transferoje Bleresit ne daten e Perfundimit te gjitha ripagimet, dividendet, shumat dhe shperndarjet, nese do te kete te tilla te kryera nga Shoqeria dhe autorizon Z. Christos Liasi nepermjet ketij akti te kryeje cdo transaksion ne vijim te kesaj Marreveshje dhe klauzolare te saj ne emer dhe per llogari te Paleve te kesaj Marreveshje.

3. **Perfundimi**

3.1 Perfundimi i Transaksionit sipas kesaj Marreveshje duke perfshire pagimin e Cmimit do te kryehet 5 (pesc) dite mbas marrjes te autorizimit te fundit te listuar me poshte i cili eshte i nevojshem per ekzekutimin e kesaj Marreveshje:

- (a) qe Shoqeria do te miratoje transferimin e Kuotave nga Shitesi tek Bleresi ne nje mbledhje te pergjithshme dhe se Shitesi to pajiset me nje prokure te perpiluar nga nje noter publik Shqiptar, ne menyre qe te autorizojte kryerjen e transferimit te Koutave ne Rregjistrin Tregtar Shqiptar; dhe
- (b) qe palet dhe Shoqeria do te kryejne kalimin e Huase dhe Interesave nga Shitesi tek Bleresi; dhe
- (c) qe Ford Motor Company do te miratoje ndryshimin e seksionit F te Marreveshjes per Shitje dhe Sherbime Global Importer Dealer date 15 Maj 2007 midis Ford Motor Company dhe Shoqerise per te miratuar sa me siper;

3.2 Palet, Stonefield Estates dhe Grand Automotive LLP do te perdorin te gjitha mjetet e tyre per te marre autorizimet e nevojshme sa me shpejt qe te jete e mundur dhe do te marrin te gjitha vendimet e Bordit dhe Mbledhjes se Pergjithshme, si dhe te cdo dokumenti tjeter qe nevojitet per perfundimin e Transaksioneve te pershkruara me siper.



4. Te Ndryshme

- 4.1 Kjo Marreveshje perben marreveshjen e plote te Paleve. Kjo Marreveshje mund te ndryshohet vetem nepermjet nje instrumenti te nenshkruar nga Shitesi dhe Bleresi dhe kunderfirmosur nga Stonefield Estates dhe Grand Automotive L.L.P.
- 4.2 Kjo Marreveshje mund te nenshkruhet ne disa kopje me te njejten vlere secila. Kpjete e faksit dhe ato te skanuar do te kenec te njejten vlere si origjinali.
- 4.3 Te gjitha njoftimet te kryera nga njera Pale e kesaj Marreveshje do te jene ne forme te shkruar dhe do te konsiderohen si te derguara rregullisht nese dergohen personalisht, ose me fax, ose me poste te parapaguar te rregjistruar (me poste ajrore ne rast se do te adresohen jashte Qipros), ne adresen e marresit ose ne numerin e faksit te caktuar ne emrin e tij:

Shitesi: 77 Strovolos Avenue, Strovolos Centre, Office 302, P.C. 2018, Nicosia, Cyprus, numer faksi 00357-22-374166

ne kopje Stonefield Estates Limited ne te njejten adrese

Bleresi: Kinyras, 25, Strovolos, P.C. 2043, Nicosia Qipro, numer faksi 00357-22885193

ne kopje Grand Automotive LLP ne adresen Taavura Junction, Ramle, Israel, numer faksi 972-3-6845713;

ose ne cdo adrese tjeter (numer faksi) sikurse Pala e cila do te njoftohet i ka komunikuar Pales tjeter (ne perputhje me kete paragraf) per qellim te kesaj Marreveshje.

Cdo njoftim i derguar me faks do te konsiderohet i kryer ndersa niset dhe cdo njoftim i kryer me poste te parapaguar te rregjistruar do te konsiderohet i kryer 48 ore mbas postimit ne nje adrese ne Qipro ose ne rast se dergohet jashte Qipros 5 dite mbas postimit. Per te provuar kryerjen e njoftimit sherbimi i njoftimit do te konsiderohet si prove e mjaftueshme, dhe ne rast te letrave, letra do te jete e volusur rregullisht, dhe adresa e vendosur ne vendin e caktuar ne rast se do te dergohet personalisht, ose ne rast te faksit, faksi do te jete i derguar rregullisht ne numrin e faksit te percaktuar me siper ose te njoftuar perkatesisht nga palet.

5. Ligji dhe juridiksioni

- 5.1 Kjo Marreveshje do te rregullohet nga interpretohet ne perputhje me ligjin e Mbreterise se Bashkuar.

- 5.2 Lidhur me cdo mosmarveshje apo ceshtje ligjore per ekzekutimin e kesaj Marveshje ose qe mund te lind ne lidhje me kete Marveshje cdo pale ne menyre te parrevokueshme do ti drejtoje per zgjidhje ne gjykatën e Qipros dhe heq dore nga cdo kundërshtim per ceshtjet qe do te referohen tek kjo gjykate me argumentin se kjo gjykate nuk eshte gjykata kompetente.
- 5.3 Sa me siper nuk do tu heqe paleve te drejten per tu drejtuar ne gjykata te juridiksioneve te tjera dhe se ndermarrja e veprimeve ligjore ne juridiksione te tjera nuk do te kufizojë palet nga ndermarrja e veprimeve ligjore ne nje juridiksion tjetër.

Dalewest Limited

(nenshkrimi, vule)

Sedini Holdings Limited

(nenshkrimi, vule)

Te neshkruarit kane ushtruar te gjitha te drejtat e votes dhe kompetencat e kontrollit te vlefshme per ta, qe i perkasin Shitesit, Bleresit dhe Shoqerise, qe kjo Marveshje te nenshkruset rregullisht dhe transaksionet sipas saj te perfundohen rregullisht, dhe se te gjithë drejtoret e autorizuar ose qe do te autorizohen do te nenshkruejne cdo dokument te vlefshem per kete Marveshje.

Stonefield Estates Limited

(nenshkrimi, vule)

Grand Automotive LLP

(nenshkrimi, vule)



SHTESE MARREVESHJE

Kjo marreveshje per ndryshimin e Marrevshjes per Shitjen e Kuotave date 2 Gusht 2010 (Marrevshja), lidhet sot midis paleve te meposhtme ne Qipro ne daten 10 Maj 2011 (Shtesa):

- (1) Dalewest Limited, nje shoqeri e themeluar dhe e organizuar sipas ligjeve te Qipros, me nr. Rregjistrimi 123752, sipas ligjit Tregtar, Kapitulli 113, selia e se ciles eshte ne adresen Themistokli Devi, 3, Julia House, P.C. 1066, Nicosia, Qipro, dhe tregtim nga 77 Strovolos Avenue, Strovolos Centre, Office 302 Nicosia, Qipro (me poshte "Shitesi"), perfaqesuar nga Z. Christos Liasi, mbajtes i pasaportes te Republikes se Qipros nr. E254692; dhe
- (2) Dalewest Albania Limited (emertimi i se ciles ka qene Sedini Holdings Limited), nje shoqeri e themeluar sipas ligjeve te Qipros me nr. Rregjistrimi HE 264108 sipas ligjit Tregtar, Kapitulli 113, selia e se ciles eshte ne adresen Kinyras, 25, Strovolos, P.C. 2043, Nicosia Qipro (me poshte "Bleresi"), perfaqesuar nga Z. Christos Liasi, mbajtes i pasaportes te Republikes se Qipros nr. E254692;

Meqenese

Albanian Motors Company shpk. (me poshte "Shoqeria"), nje shoqeri me pergjegjesi te kufizuar, e themeluar dhe e organizuar sipas ligjeve te Republikes se Shqiperise dhe rregjistruar ne Qendren Kombetare te Rregjistrimit me nr. 31670 date 27.05.2004 te gjykates se rrethit gjyqesor Tirane, me seli ne adresen Kashar, Tirane, aktualisht ka nje kapital ne shumen ALL 22.012.000 (njezet e dy milion e dymbedhete mije Lek) i ndare ne 22.012 kuota me nje vlere nominale 1.000 Lek secila.

Per sa me siper Palet bien dakort si me poshte vijon:

Perkufizimi "Kuotat" sikurse eshte percaktuar ne Marrevshje qartesohet duke u ndryshuar ne 5,503 kuota te cilat perbejne 25% te te gjitha kapitalit te Shoqerise te cilat jane shitur nga Shitesi tek Bleresi sipas Marreveshjes, sebashku me te gjitha te drejtat, detyrimet dhe ndarjet etj, dhe sipas kesaj shitje kapitali i Shoqerise do te zoterohet si me poshte:

- (a) Iner Shpk, nje shoqeri me pergjegjesi te kufizuar, e themeluar sipas ligjeve te Republikes se Shqiperise, me scli ne adresen: Rruga Qemal Stafa, pall. 188, shk.1, ap 2, Tirane Shqiperi, titullar i 16,509 (gjashtembdhjetemije e peseqind e nente) te kuotave te cilat perbejne 75% te kapitalit te Shoqerise; dhe
- (b) Dalewest Albania Limited, nje shoqeri e themeluar sipas ligjeve te Qipros me nr. Rregjistrimi HE 264108 sipas ligjit Tregtar, Kapitulli 113, selia e se ciles eshte ne adresen Kinyras, 25, Strovolos, P.C. 2043, Nicosia Qipro titullar i 5,503 (pesemije e peseqind e tre) te cilat perbejne 25% te kapitalit te Shoqerise.

Palet

Shitesi

Dalewest Limited

Perfaqesuar nga

Z. Christos Liasi

(nenshkrimi, vula e **Dalewest Limited**)

Bleresi

Dalewest Albania Limited

Perfaqesuar nga

Z. Christos Liasi

(nenshkrimi, vula e

Dalewest Albania Limited)

Per kshen
U - Keshen


REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE

Nr. 6717 Rep.
Nr. Kol.



Tirane, me 31.05 2011

VERTETIM

Me ane te te cilit vertetohet firma e përkthyesit Artita Rama e njohur personalisht prej meje, i cila u paraqit duke me deklaruar se e ka perkthyer dokumentin bashkengjitur ne perputhje me origjinalin nga anglishtja ne shqip dhe firmosi rregullisht ne pranine time.

NOTER

