

**MARREVESHJE PER SHITBLERJEN E KUOTES  
SE SHOQERISE CONGRESS TRAVEL SHPK**

Sot, me 30.10.2019, lidhet kjo Marreveshje per Shitblerjen e Kuotes (ne vijim referuar si "Marreveshja") ndermjet paleve te meposhtme:

- **Z. Ivan Mijovic**, shtetas malazez, lindur me 29.04.1981, mbajtes i pasaportes nr. B71FK0112, ortak i shoqerise Congress Travel Shpk, (ne vijim referuar si "Shitesi"),

*dhe*

- **Znj. Eliana Bakiri**, shtetase shqiptare, lindur me 13.09.1979, mbajtese e pasaportes nr. BD2517728, ortake e shoqerise Congress Travel Shpk, (ne vijim referuar si "Bleresi").

Shitesi dhe Bleresi ne vijim referuar vecmas si "Pala" dhe se bashku si "Palet".

**HYRJE:**

- (A) Palet e kesaj Marreveshje jane ortaket e shoqerise Congress Travel Shpk, nje shoqeri me pergjegjesi te kufizuar e organizuar dhe ekzistuese sipas ligjeve te Republikes se Shqiperise, regjistruar ne Regjistrin Tregtar te mbajtur nga Qendra Kombetare e Biznesit ("QKB") me numer regjistrimi te biznesit (NIPT) L81428039N dhe seli ne adresen: Hotel Rogner, kati 1, Tirane, Shqiperi (ne vijim referuar si "Shoqeria").
- (B) Shitesi eshte ortak i Shoqerise, zoterues i 1 (nje) kuote, e cila perfaqeson 50% (pesedhjete perqind) te kapitalit te regjistruar te Congress Travel Shpk.
- (C) Bleresi eshte ortak i Shoqerise, zoterues i 1 (nje) kuote, e cila perfaqeson 50% (pesedhjete perqind) te kapitalit te regjistruar te Congress Travel Shpk.
- (D) Shitesi shpreh vullnetin per t'i shitur Bleresit kuoten e tij e cila perfaqeson 50% te kapitalit te Shoqerise dhe Bleresi shpreh vullnetin per te blere nga Shitesi, kuoten e tij, (ne vijim "Kuota"), sipas kushteve te kesaj Marreveshje.
- (E) Shitesi deklaroi se Kuota eshte e lire dhe e pa renduar nga ndonje hipoteke, barre siguruese, peng, detyrim monetar, kufizim, te drejta apo interesa te pales se trete, interes tjetere ose kolateral te cdo lloji apo cfaredolloj tjetere angazhimi preferencial qe ka efekt te ngjashem dhe eshte emetuar rregullisht dhe shlyer plotesisht.

**PER SA ME SIPER**, duke marre ne konsiderate vullnetin e dyanshem te parashikuar ne kete dokument Palet bien dakord per sa vijon:

**Neni 1**

**Objekti i Marreveshjes**

Objekti i kesaj Marreveshjeje eshte transferimi i pronesis se Kuotes qe perben 50% te kapitalit te shoqerise Congress Travel Shpk, dhe cdo te drejte apo detyrimi nga Shitesi tek Bleresi, kundrejt kushteve te parashikuara ne kete Marreveshje.

Pas perfundimit te transakcionit, ortak i vetem i Shoqerise Congress Travel Shpk do te jete:

- **Znj. Eliana Bakiri**, mbajtese e 1 (nje) kuote, qe perfaqeson 100% (njeqind perqind) te kapitalit te regjistruar te Shoqerise.

**Neni 2**

**Cmimi i blerjes dhe menyra e pageses**

1. Cmimi i blerjes se Kuotes do te jete i barabarte me 100 Euro (*njeqind Euro*), i cili do te paguhet i plote tek Shitesi, pas nenshkrimit te kesaj Marreveshje.
2. Cmimi i blerjes nuk do te perfshije tarifat per regjistrimin ose per kalimin e pronesise, te cilat do te mbulohen plotesisht nga Bleresi.
3. Cmimi i blerjes do te paguhet ne llogarine bankare te Shitesit sic tregohet me poshte:  
Bank: NLB Banka AD Podgorica.  
IBAN Code: ME25530003050013380186

**Neni 3**

**Hyrja ne fuqi dhe transferimi i Kuotes**

1. Kjo Marreveshje eshte e vlefshme duke filluar nga data e nenshkrimit te saj dhe hyn ne fuqi me kryerjen e pageses se Cmimit te blerjes.
2. Shitesi dhe Bleresi bien dakord se titulli i pronesise se Kuotes do te transferohet nga Shitesi tek Bleresi pas pageses se Cmimit te blerjes. Bleresi do te behet zoteruesi i vetem i Kuotes dhe do te kete te drejten qe te ushtroje te gjitha tagrat dhe te drejtat e pronesise mbi Kuoten si dhe Shitesi nuk do te kete te drejta pronesie, te drejta mbi dividendin dhe/ose te drejta vote dhe/ose te drejta te tjera, qe vijne nga zoterimi i kesaj kuote.

**Neni 4**

**Pronesia**

1. Kuota objekt i kesaj Marreveshje eshte nje kuote e zakonshme, e nenshkruar dhe shlyer plotesisht, nga Shitesi.
2. Kuota objekt i kesaj Marreveshje eshte e lire nga çdo barre, kerkese apo pretendim cfaredo i te treteve dhe Shitesi ka te drejten, kompetencen dhe autoritetin e plote per te shitur, transferuar dhe te dorezuar Kuoten ne perputhje me kushtet e kesaj Marreveshjeje.

**Neni 5**

**Zgjidhja e Marreveshjes**

1. Pervec kur ne kete Marreveshje parashikohet ndryshe, marredhenia kontraktore midis Shitesit dhe Bleresit mund te zgjidhet vetem ne rastet e meposhtme:
  - a) nepermjet marreveshjes me shkrim te Shitesit dhe Bleresit, nga dita qe palet kane percaktuar ne marreveshje;
  - b) nepermjet zgjidhjes se njeanshme nga secila Pale, duke njoftuar me shkrim brenda nje afati te arsyeshem Palen tjeter per zgjidhje, ne rast se nuk permbushen kushtet e kesaj Marreveshje.
2. Zgjidhja e Marreveshjes per çdo shkak nuk shkarkon Palet nga pergjegjesia per detyrimet e kerkueshme dhe zbatueshme, si dhe pergjegjesine qe mund te linde si rrjedhoje e ndonje shkeljeje para zgjidhjes.

**Neni 6**

**Ligji i zbatueshem dhe zgjidhjet e mosmarreveshjeve**

1. Kjo Marreveshje do te rregullohet dhe do te interpretohet ne perputhje me ligjet e Republikes se Shqiperise.
2. Te gjitha mosmarreveshjet qe lindin nga ose ne lidhje me kete Marreveshje dhe qe nuk mund te zgjidhen miqesisht mes Paleve, do te zgjidhen nga Gjykata e Rrethit Gjyqesor Tirane.

**Neni 7**  
**Vecueshmeria**

Nese nje dispozite e kesaj Marreveshje eshte e pavlefshme, e paligjshme, ose e pazbatueshme, duhet te modifikohet ne minimumin e mases se nevojshme per ta bere ate te vlefshme, te ligjshme, te zbatueshme, ose nese modifikimi nuk eshte i mundur te behet, atehere dispozita te tilla do te hiqen nga kjo Marreveshje dhe dispozitat e tjera te Marreveshjes do mbeten ne fuqi.

**Neni 8**  
**Konfidencialiteti**

Ne perputhje me kete Marreveshje, Shitesi dhe Bleresi bien dakord se nuk duhet t'u bejne me dije informacione konfidenciale paleve te treta pa marre nje miratim paraprak te shkruar nga Pala tjetere. Detyrimi per konfidencialitet nuk do te zbatohet per informacionin konfidencial qe i behet me dije strukture menaxhuese te Bleresit, me kusht qe Pala perkatese ne cdo rast do te mbaje pergjegjesi per cdo shkelje te detyrimeve sipas ketij Neni. Me tej, detyrimi per konfidencialitet nuk do te zbatohet ne rast se Pala i kerkohet sipas ligjit te zbatueshem, ose vendimi gjyqesor ose administrativ qe ti beje te ditur informacionin konfidencial paleve te treta, sidoqofte ne keto raste vetem ne masen e parashikuar nga ligji i zbatueshem, vendimi gjyqesor ose administrativ. Me perjashtim te parashikimeve te mesiperme, cdo Pala duhet t'i jape cdo informacion konfidencial, Autoriteteve Shteterore ne Shqiperi dhe cdo juridiksioni perkates per aq sa eshte e nevojshme dhe e arsyeshme per te permbushur detyrimet te tjera te percaktuara ne kete Marreveshje.

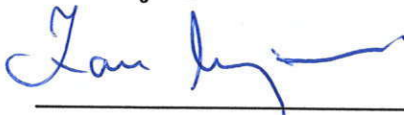
**Neni 9**  
**Gjuha dhe kopjet e Marreveshjes**

Kjo Marreveshje eshte hartuar ne 3 kopje origjinale ne gjuhen shqipe dhe angleze. Per cdo mosperputhje apo interpretim te dispozitave te saj, gjuha shqipe do te prevaloje.

**PALET**

**SHITESI**

**Ivan Mijovic**



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**BLERESI**

**Eliana Bakiri**



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**SHARE PURCHASE AGREEMENT  
OF THE COMPANY CONGRESS TRAVEL SHPK**

Today on 30.10.2019, is entered into this Share Purchase Agreement (hereinafter referred to as the "**Agreement**") between the following parties:

- **Mr. Ivan Mijovic**, citizen of Montenegro, born on 29.04.1981, holder of the passport no. B71FK0112, shareholder of the company Congress Travel Shpk, (hereinafter referred to as the "**Seller**"),

*and*

- **Mrs. Eliana Bakiri**, Albanian citizen, born on 13.09.1979, holder of the passport no. BD2517728, shareholder of the company Congress Travel Shpk, (hereinafter referred to as the "**Purchaser**"),

The Seller and the Purchaser are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

**RECITALS:**

- A) The Parties of this Agreement are the shareholders of the company Congress Travel Shpk. a limited by liability company organized and existing under the laws of the Republic of Albania, registered with the Commercial Register held by the National Business Centre ("**NBC**") with business registration number (NUIS) L81428039N, with legal seat at the address: Hotel Rogner, 1<sup>st</sup> Floor, Tirana, Albania (hereinafter referred to as the "**Company**").
- B) The Seller is shareholder of the Company, owner of 1 (*one*) share, representing 50% (*fifty percent*) of the share capital of Congress Travel Shpk.
- C) The Purchaser is shareholder of the Company, owner of 1 (*one*) share, representing 50% (*fifty percent*) of the share capital of Congress Travel Shpk.
- D) The Seller is willing to sell its share to the Purchaser, which represents 50% (*fifty percent*) of the share capital of the company and the Purchaser is willing to purchase from the Seller the share (hereinafter the "**Share**"), pursuant to the conditions of this Agreement.
- E) The Share is free and clear from any mortgage, charge, pledge, lien option, restriction, right of first refusal, third-party rights or interests, other interest or security interest of any kind or another type of preferential arrangement having similar effect and are duly issued and fully paid-up.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein the Parties agree as follows:

**Article 1**

**Object of the Agreement**

The object of this Agreement is the ownership transfer of the Share, which represents 50% (*fifty percent*) of the capital of the Company Congress Travel Shpk, and any right or obligation from the Seller to the Purchaser, as per the conditions provided herein.

Upon the conclusion of the transaction, the sole shareholder of the Company Congress Travel Shpk shall be:

- **Mrs. Eliana Bakiri**, holder of 1 (*one*) share, representing 100% (*one hundred percent*) of the share capital of the Company.

## **Article 2**

### **Purchase price and modalities of payment**

1. The purchase Price for the Share shall be equal to EUR 100 (*one hundred*).
2. The purchase Price shall not include registration or change of ownership fees, which shall be entirely borne by the Purchaser.
3. The Purchase Price shall be paid in the bank account of the Seller as indicated below:  
Bank: NLB Banka AD Podgorica.  
IBAN Code: ME25530003050013380186

## **Article 3**

### **Entering into force and the Share transfer**

1. This Agreement is valid commencing from the signing date and enters into force with the payment of the purchase Price.
2. The Seller and the Purchaser agree that the ownership title of the Share, shall be transferred from the Seller to the Purchaser after the payment of the purchase Price. The Purchaser will be the sole owner of the Share and shall be entitled to exercise all the ownership rights on the Share and the Seller shall not have any ownership rights, dividend rights and/or voting rights and/or other rights, rising from the ownership of this Share.

## **Article 4**

### **Ownership**

1. The Share, object of this Agreement, is an ordinary voting share and has been properly issued and fully paid up.
2. The Share, object of this Agreement, is free and clear of any encumbrances and the Seller has the full right, power and authority to sell, assign, transfer and deliver the Share in accordance with the terms of this Agreement.

## **Article 5**

### **Termination of the Agreement**

1. Save in case this Agreement provides otherwise, the contractual relation between the Seller and the Purchaser hereunder may only be terminated as follows:
  - a. by mutual written agreement of the Seller and the Purchaser as of the date provided for therein;
  - b. by termination of either Party upon sending written notice of termination to the other Party, within a reasonable time, in case of any breach of the conditions of this Agreement.
2. Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any breach prior to such termination.

**Article 6**

**Governing law and dispute resolution**

1. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Albania.
2. All disputes arising out of or in connection with this Agreement and that cannot be settled amicably between the Parties, shall be settled in Tirana's Court of First Instance.

**Article 7**

**Severability**

If any provision of this Agreement is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid, lawful and enforceable, or, if such modification is not possible, such provision shall be removed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

**Article 8**

**Confidentiality**

Pursuant to this Agreement, the Seller and the Purchaser agree that they shall not disclose any confidential information to any third person without a prior written consent of the other Party. This obligation of confidentiality shall not apply to disclosures of confidential information to the management bodies of the Purchaser provided, that the disclosing Party shall in each case be liable for any breach of the obligations under this Article. In addition, the obligation of confidentiality shall not apply in the event that a Party is required by applicable law or a judicial or administrative decision to provide any third parties with any confidential information, however, in each such case only to the extent required by such law or a judicial or administrative decision. Notwithstanding the above provisions, each Party shall be entitled to disclose any confidential information to the Governmental Authorities in Albania and other relevant jurisdictions as is reasonably necessary in order to fulfil the obligations contained in this Agreement.

**Article 9**

**Language and copies of the Agreement**

This Agreement is drafted in 3 original copies in Albanian and English language. For any discrepancies or interpretation of its provisions, Albanian language shall prevail.

**THE PARTIES**

**THE SELLER**

Ivan Mijovic



**THE PURCHASER**

Eliana Bakiri



-----Instance Type and Transmission-----

Original Received from Application - Outgoing Draft  
Priority/Delivery : Normal

-----Message Header-----

Swift Input : FIN 103 Single Customer Credit Transfer  
Sender Swift address : NCBAALTXXX  
Receiver Swift address : DEUTDEFFXX

-----User Header-----

Message-User-Reference : 400MSOG193160008  
Unique End-to-End Transaction Reference (UETR) : 8e75245b-c334-4c38-8815-47221fcdd023

-----Message Text-----

:20: Senders Reference  
431FOCF193160009  
:23B: Bank Operation Code  
CRED  
:32A: Value Date/Currency Code/Interbank Settled Amount  
191114EUR100,  
:33B: Currency/Original Ordered Amount  
EUR100,  
:50K: Ordering Customer  
/AL0420511038428547CLIDCFEURM  
ELIANA VEHIP BAKIRI  
RR HIM KOLLI  
PALL FRATARRI AP 9B  
AL/TIRANA/1010  
:57D: Account With Institution  
MNBAMEPGXXX  
NLB MONTENEGROBANKA A.D. PODGORICA  
:59: Beneficiary Customer  
/ME25530003050013380186  
MIJOVIC IVAN  
SITNICKA 23 PODGORICA  
:70: Remittance Information  
PAYMENT FOR QUOTA PURCHASE  
FOR CONGRESS TRVEL  
:71A: Details of Charges  
OUR  
{S:{MDG:9652775D38B004D9E46B1F5F9E4B51425487BCB6942294D44EBAF90274D20179}}

