

**REPUBLIKA E SHQIPERISE**

**DHOMA E NOTERISE TIRANE**

**NR 3144 REP NR 1480 KOL**

**NOTERIA PUBLIKE MIMOZA SADUSHAJ**



**Kontrate Shtiblerjeje dhe Transferimi te Pjeseve te Kapitalit**

Sot me date 2 Qershor, 2006, ne Tirane, u paraqiten perpara meje noteres Mimoza Sadushaj ,anetare e Dhomes se Notereve, ne Tirane,palet qe do te lidhin kete kontrate:

Z.Majd Nuri Shafiq (me poshte referuar si "Shitesi"), lindur me 12 Dhjetor, 1961, ne qytetin e New York, NY, USA, i biri i Nuriut, mbajtes i pasaportes me nr 102402894, rezident ne Shqiperi, me adrese Rr. Pjeter Bogdani, nr. 13, Tirane,

dhe

Union Grup sh.p.k. (me poshte referuar si "Bleresi"), me qender ne Bulevardin Zogu I, Pallati Edi-Com 13 Katesh, Tirane, Shqiperi, regjistruar ne Gjykatën e Rrethit Gjyqesor Tirane, me vendim nr.26016 Date 26.05.2001 e perfaqesuar nga Z. Niko Leka ne cilesine e Administratorit te shoqerise.

**Megenesese ekzistojne keto kushte paraprake**

- a) United Transport sh.p.k (me poshte referuar si, "Shoqeria"), eshte nje shoqeri me pergjegjesi te kufizuar, themeluar konform legjislacionit shqiptar , me seli ne Rr. Pjeter Bogdani, Pallati Teuta, Tirane Shqiperi, me Kapital 100 000 (nje qind mije) leke te paguar teresisht,e regjistruar me vendim te Gjykates se Rrethit Gjyqesor Tirane me Nr.32861, Date 04.02.2005 dhe Nr. 32861/1, date 05.07.2005;
- b) Shitesi eshte pronar i 100 (nje qind) pjeseve te kapitali me vlere nominale 1,000 (nje mije) leke secila, qe perfaqesojne 100% te kapitalit te emetuar te Shoqerise;
- c) Bleresi eshte nje Shoqeri e themeluar konform legjislacionit shqiptar;
- d) Shitesi do ti shese Bleresit 76 (shtatedhjete e gjashte)pjese te kapitalit te Shoqerise, qe perfaqesojne 76% te kapitalit te emetuar nga Shoqeria;
- e) Bleresi do te bleje 76 (shtatedhjete e gjashte) pjeset e kapitalit, qe jane ne pronesi te Shitesit.

Per sa me siper, ne perputhje me Kodin Civil Shqiptar dhe Ligjin No 7638 date 19.11.1992, per Shoqerite Tregetare Shqiptare, PALET BIEN DAKORD si me poshte:

NENI 1

## PERKUFIZIME

Ne vijim te termave te tjera te perkufizuara ne kete Marreveshje dhe me kete qellim, fjalet dhe termat e meposhtme do te kene kudo kuptimin qe jepet me poshte:

"Llogari" do te thote llogari e kompanise per vitin financiar qe perfundon ne Daten e Fundit te Llogarise, qe perfshin raportin statutor te kontroll-revizionit ne lidhje me keto llogari, raportin e drejtuesit dhe shenimet per keto llogari;

"Marreveshje" kupton kete Marreveshje per Blerje te Pjeseve te Kapitalit - qe perfshin si pjese perberese te saj, kushtet paraprake te mesiperme dhe shtojcat e bashkengjitura - zbatuar dhe ndryshuar nga dhe mes Bleresit dhe Shitesit;

"Mbyllje" kupton blerjen dhe shitjen e Pjeseve te Kapitalit, regjistrimin e bleresit si ortak i ri, pagimin e pjeses te cmimit te pagueshem ne Daten e Mbylljes, dhe ne pergjithesi nenshkrimi dhe shkembimi i te gjitha dokumenteve dhe kryerjen dhe permbushjen e te gjitha detyrimeve, te kerkuara respektivisht per t'u nenshkruar, shkember, kryer dhe permbushur ne Mbyllje ne vijim te kesaj Marreveshje, ne menyre qe te legjitimoje bleresin si pronar te ri te 76% te Pjeseve te Kapitalit te shoqerise:

"Date e Mbylljes" do te thote data ne te cilen aktualisht do te ndodhe Mbyllja sipas parimeve qe parashikohen ne kete Marreveshje, jo me vone se 30 dite pas kryerjes se kesaj Marreveshje.

"Pagese e menjehershme" do te thote sasia prej 40 000 (Dyzet mije) EURO, e paguar prej Bleresit ne momentin e Mbylljes sic parashikohet ne nenin 3, paragrafin 3, numer 1 i kesaj Marreveshje;

"Barre" do te thote cdo garanci, kapar, peng, interesa sigurimi, kufizim, e drejta per refuzimin e pare, e drejta e parablerjes, e drejta e 1/3 te pjeses ose interesit, hipoteke ose cdo lloj tjetere rregullimi preferencial (duke perfshire pa asnje kufizim, nje transferte titulli ose marreveshje mbajtje, qe ka efekt te ngjashem ;

"Force Madhore" do te thote cdo urdher, rregullore, direktive e qeverise, e shpallur ne formen e ligjit apo ne tjetere menyre, apo cdo lloj sanksioni me natyre kombetare apo nderkombetare, rremuje, trazire kryengritje popullore, lufte (e deklaruar ose jo), aksione terroriste ose guerrilase te grupeve apo te individeve te vecante, greva apo shqetesime te tjera te punes te kesaj natyre, zjarre, termete, apo cdo lloj shkak tjetere qe nuk varet nga vullneti i paleve ose nuk vjen si pasoje e neglizhences se tyre dhe qe ata nuk kishin mundesi ta parashikonin.

"Dita e Fundit e Llogarise" do te thote 30.06.2006 ;

"Dem" ose "Deme" do te thote demtime, kosto, shpenzime te shkaktuara, humbje, ose detyrim qe jane pasoje direkte e shkeljes se garancive ose deklarimeve qe jepen ne nenin 5

"Material" (dhe variantet e tij) do te thote, shfaqja e nje ngjarje, rrethane, fakt apo kusht, dhe qe kjo ngjarje, rrethane, fakt apo kusht-individualisht apo ne teresi- te kete nje ndikim thelbesor dhe/ose nje efekt demtues ekonomik, trashegimor, financiar dhe pozicionimi ne treg per shoqerine dhe/ose per veprimtarine e saj, dhe qe vendimi per te kryer transaksionin te mund te jape efektin e kundert ne rast se verifikohet kjo ngjarje, rrethane, fakt ose kusht qe mund te boje ne prodhimin e nje efekti te kundert.

"Material me efekt te kundert" do te thote cdo efekt ne veprimtarine e shoqerise qe sjell nje pagese ose nje humbje, individualisht apo ne teresi, ne nje vlere jo me te vogel se 10 000 (dhjete mije) Euro.

"Pale" ose "Palet" do te thote Shitesi ose Bleresi ose te dy palet sipas kontekstit:

"Cmim i Blerjes" do te thote cmimi i paguar prej Bleresit per blerjen e Pjeseve te Kapitalit sic tregohet ne nenin 3 dhe ne perputhje me mekanizmin e percaktuar per te ;

"Shpallje e Cmimit te Blerjes" do te thote deklarimi i shkruar, ne formen e rene dakord ne Aneksin A, nenshkruar prej zyrtareve perkates te seciles prej bankave te percaktuara nga Bleresi duke vertetuar qe Cmimi i blerjes eshte kredituar ne llogarine e Shitesit, ose te enteve te tjera te percaktuara nga Shitesi, - dhe te treguara ne tabelen ne nenin 3 -

"Kontrate Sherbimi" do te thote kontrata midis UPS dhe United Transport sh.p.k

"Pjese te kapitalit" do te thote numer 76 (shtatedhjete e gjashte) pjese, te paguara plotesisht ne kapitalin e shoqerise me nje vlere te barabarte me 1,000 leke secila, qe i korrespondojne 76% te kapitalit te emetuar ne pjese kapitali te shoqerise. Pjeset e kapitalit perfaqesohen prej certifikates te paraqitur ne Aneksin B.

"UPS" do te thote UPS WORLDWIDE FORWARDING Inc nje shoqeri e Delaware, me adrese 55 Glenlake Parkway NE ,Atlanta, Georgia 30328, Usa.

Titujt ne kete Marreveshje nuk influencojne ne interpretimin e saj.

NENI 2

#### OBJEKTI KESAJ MARREVESHJE

Duke pranuar termat dhe kushtet e kesaj Marreveshje, Shitesi ne Diten e Mbylljes do t'i shese Bleresit dhe Bleresi do te bleje prej Shitesit , pjeset e kapitalit dhe cdo te drejte qe rrjedh prej tyre, te ciluara nga cdo lloj Barre, per nje sasi te barabarte me ate te treguar ne nenin 3 dhe te pagueshme ne menyren e parashikuar atje.

Mbyllja e transaksionit te parashikuar per t'u kryer me kete Marreveshje ne Daten e Mbylljes, do te zhvillohet ne zyrat e Shitesit ne daten qe bien dakord te dyja palet.

## NENI 3

## CMIMI I BLERJES DHE MENYRA E PAGESSES

Cmimi qe eshte rrene dakord per secilin prej Pjeseve te Kapitalit eshte 2500 (dy mije e peseqind)Euro, dhe ne total Cmimi i Blerjes per Pjeset e Kapitalit do te jete 190 000 (njqind e nentedhjete mije)Euro dhe do te paguhet ne perputhje me parimet e parashikuara ketu dhe duke pranuar afatet dhe kushtet e kesaj Marreveshje.

Cmimi total i Blerjes do t'i paguhet Shitesit prej Bleresit ne menyren e meposhte treguar:

- 1.- Ne daten e Mbylljes, shuma prej 40 000 (dyzet mije)Euro do te paguhet prej Bleresit, me transferte bankare ne llogarine rrjedhese te Shitesit qe mbahet prej Bankes Amerikane te Shqiperise.
- 2.- Brenda 60 (gjashtedhjete)ditesh pas dates se mbylljes, shuma e mbetur prej 75 000 (shtatedhjete e pese mije) Euro, do te paguhet prej Bleresit me transferte bankare ne llogarine rrjedhese te Shitesit te mbajtur prej Bankes, pas dorezimit nga ana e shitesit te aprovimi te shkruar te kesaj marreveshje dhe nje letre konfirmuese te leshuar nga UPS per te provuar se kontrata e sherbimit e lidhur midis UPS dhe UTS eshte e vlefshme dhe zbatimi I saj deri ne Daten e Mbylljes eshte I kenaqshem dhe nuk perben shkelje te kontrates ne fjale.
- 3.- Brenda 180 diteve nga Data e Mbylljes , shuma e mbetur prej 75 000 (shtatedhjete e pese mije)Euro do te paguhet prej Bleresit me transferte bankare, ne llogarine rrjedhese te shitesit te mbajtur prej Bankes.
- 4.- Palet bien dakort qe pagesa e plote dhe ne kohen e duhur e shumes se cmimit te blerjes eshte thelbesore per kete marreveshje dhe do ti jape te drejten seciles pale te anulloje transferimin e Pjeseve te Kapitalit.

## NENI 4

## MBYLLJA

Ne Mbyllje

a. Shitesi do te :

1. Te dorezoje certifikaten e perfaqesimit te Pjeseve te Kapitalit qe verteton ne favor te Bleresit, ne perputhje me legjislacionin shqipetar.
2. Te nenshkruaje dhe te dorezoje, dhe/ose te beje te mundur nenshkrimin dhe dorezimin e instrumenta te tjera qe mund te nevojiten sipas legjislacionit shqipetar, per t'i dhene Bleresit titullin efektiv e ligjerisht te vlefshem per Pjeset e Kapitalit, dhe te arrije qellimin e kesaj Marreveshje.

dhe

b, Bleresi do te :




1. T'i paguaje Shitesit cmimin e Blerjes ne shumen e parashikuar ne nenin 3, paragrafi 3, nr 1.,2 dhe 3;
2. T'i dorezoje shitesit Aktin e themelimit si dhe dokumentat e tjera qe provojne fuqine e tij te perfaqesimit, si dhe dorezimin e instrumentave te tjera ne lidhje me shit-blerjen e aksioneve qe mund te nevojiten per arritjen e qellimit te kesaj marreveshje.

Ne rast Mbyllje, Bleresi do te fitoje titujt e Pjeseve te Kapitalit ne Daten e Mbylljes dhe atij do t'i jepet e drejta per cdo dividend te deklaruar ose te paguar per to si dhe per te drejta te tjera lidhur me to, qe nga Data e Mbylljes.

NENI 5

#### DEKLARIMET DHE GARANCITE E SHITESIT

Shitesi perfaqeson dhe garanton lidhur me shoqerine dhe me veprimet e kryera ne kete marreveshje, secilen nga ceshtjet e meposhtme qe nga data e zbatimit te kesaj Marreveshje .Shitesi garanton gjithashtu se cdo perfaqesim apo garanci do te jete e vertete, e sakte dhe jo mashtruese ne Daten e Mbylljes.

##### 5.1. Organizimi

Shoqeria eshte shoqeri ekzistuese, e organizuar ne perputhje me legjislacionin shqiptar, ajo nuk eshte ne falimentim dhe ka aftesi te plote te zhvilloje aktivitetin e saj si deri me sot si dhe te zoteroje aktivet dhe pasurite e saj sikurse i ka zoteruar deri me sot. Shoqeria operon me nje license te vlefshme dhe nje kontrate sherbimi me UPS, sic pershkruhet ne Aneksin D, dhe nuk ka shkelur asnje nga kushtet e licenses apo te kontrates se lartpermendur.

##### 5.2 Autorizimi

Te gjitha veprimet ligjore dhe/ose procedurat e tjera qe kerkohet te ndermerren nga ose ne emer te Shitesit per ta autorizuar zbatimin e Marreveshjes dhe transaksionet e parashikuara ne ate, jane zhvilluar ne rregull; kjo Marreveshje eshte zbatuar e dorezuar ne kohen e duhur nga Shitesi dhe perben nje obligim te vlefshem e te detyrueshem te Shitesit, te zbatueshem ndaj tij , ne perputhje me termat dhe kushtet e saj. Zbatimi i kesaj Marreveshje nuk kerkon ndonje njoftim tjeter , ndonje plotesim, aprovim, autorizim te cfaredoshem nga ndonje autoritet publik kombetar ose nderkombetar ose qeveritar, rregullator apo autoritet tjeter.

##### 5.3 Mungesa e konfliktit

Zbatimi dhe dorezimi i kesaj Marreveshje dhe perfundimi i transaksioneve qe parashikohen nga kjo Marreveshje dhe ne pajtim me termat, kushtet dhe klauzolat e kesaj Marreveshje, nga Shitesi, nuk kane qene e nuk do te jene ne konflikt me, ose te rezultojne me ndonje shkelje apo mangesi, apo te jape shkak per perfundimin , prishjen ose pershejtimin e ndonje detyrimi ose humbjen e nje perfitimi material, ose te rezultojne me krijimin e ndonje barre ne ndonje nga aktivitetet ekonomike , pronat apo pasurite e Shitesit sipas parimeve te ndonje gjykimi, urdherese , dekreti , rregulli ose rregulloreje te aplikueshme per Shitesin.

##### 5.4 Pronesia




Shitesi eshte poseduesi dhe perfituesi i vetem ligjor i Pjeseve te Kapitalit ne numrin e percaktuar ne Nenet 1 dhe 2 .

Pjeset e Kapitalit jane te shperndara e te emetuara sic duhet dhe jane plotesisht te paguara.

Pjeset e Kapitalit jane te cilruara nga cdo lloj Barre dhe Shitesi ka te drejte, fuqi dhe autoritet te plote per t'i shitur, transferuar, raktuar dhe livruar Pjeset e Kapitalit ne perputhje me klauzolat e kesaj Marreveshje.

Nuk ka ndonje marreveshje, rregullim ose detyrim per te krijuar ose vene nje Barre, lidhur me ndonje nga Pjeset e Kapitalit te autorizuar per te paemtuara ne kapitalin e Shoqerise. Asnje person nuk ka pretendim t'i jepet e drejta per ndonje Barre lidhur me ndonjerin nga Pjeset e Kapitalit.

Pervec sa parashikohet ne kete Marreveshje, nuk ka asnje marreveshje, rregullim ose detyrim qe te kerkoje krijimin, shperndarjen, emetimin, transferimin, riblerjen ose ripagimin e pjeseve te kapitalit te shoqerise (duke perfshire pa kufizim, nje opsion ose te drejte per parablerje apo Tjetersim )

#### 5.5. Shoqerite e ndervarura

Kjo shoqeri nuk ka ndonje shoqeri te ndervarur.

#### 5.6. Llogarite

Llogarite jane pergatitur mbi baza te pershtatshme e te qendrueshme ne perputhje me legjislacionin shqiptar si dhe me standartet, principet dhe praktikat e aplikueshme nderkombetare e sidomos me parimet e Komitetit Nderkombetar te Standarteve te Kontabilitetit (IASC).

Nuk eshte bere asnje ndryshim ne politiken e kontabilitetit gjate pergatitjes se Llogarive te Kompanise per secilin nga dy vitet financiare te Shoqerise, te perfunduara ne Daten e Fundit te Llogarive, pervec asaj qe eshte deklaruar ne bilancet dhe ne llogarite fitim-humbje per keto dy vite.

Llogarite tregojne nje paraqitje te vertete e transparente te aktiveve e pasiveve dhe gjendjen e aktivitetit te Shoqerise qe nga Data e Revizionimit te Fundit, si dhe humbjet e fitimet e shoqerise per vitin financiar qe ka perfunduar ne Daten e Revizionimit te Fundit, qe rezulton pa humbje, ose ne rast se keto humbje eksistojne ato do te mbuloohen totalisht nga kontributi I Ortakut te vetem me pare ose ne daten e Revizionimit te fundit.

Shoqeria nuk ka obligime, detyrime, borxhe dhe pergjithesisht risk material te shoqerise qe te mos jene deklaruar sic duhet ne Llogarite ose qe lidhur me te jane shperndare fonde apo reerva te pa arsyeshme.

#### 5.7 Libri i Kontabilitetit dhe librat e tjere te Shoqerise

Regjistrat dhe librat e shoqerise aktualisht jane ne posedim ose ne kontroll te saj, ato jane mbajtur ne rregull dhe te gjitha regjistrimet ne keto libra dhe regjistra jane hedhur sic duhet ne perputhje me legjislacionin Shqiptar dhe standartet, parimet dhe praktikat e aplikueshme nderkombetare.

#### 5.8 Mungesa e Ndryshimeve Materiale

Biznesi i Kompanise eshte zhvilluar ne menyre te zakonshme ne menyre te tille qe ta mbaje ate si ndermarrje fitimprures; dhe nuk ka ndodhur asnje ndryshim material ne aktivet e pasivet e treguara ne Llogari, gjithashtu nuk ka ndodhur asnje reduktim te vleres se aktiveve neto te trupezuara te Kompanise mbi bazen e vleresimit te perdorur ne Llogari.

Ne dijëni te plote te Shitesit, qysh nga Data e Revizionimit te Fundit shoqëria është drejtuar e shfrytëzuar sic duhet dhe Shitesit nuk ka dijëni qe është vete Shitesit dhe/ose shoqëria:

- Ka hyre ne ndonje marreveshje, vlera e se ciles e kalon shumen prej 1000 (nje mije) Euro, me perjahtim te atyre te raportuara ne Aneksin E, ose
- Ka ndodhur ndonje detyrim material, pergjegjesi materiale, ose
- Ka ndermarre ndonje veprim tjeter, i cili mund te shkaktoje qe ndonje nga deklarimet dhe garancite e Shitesit te perfshira ne Marreveshje, te behen jo te verteta ose jo korrekte, sidomos ato lidhur me Kontraten e sherbimit me UPS.

Shoqëria qysh nga 31.05.2006 nuk ka:

- a.) provuar ndonje ndryshim material te aktiveve, pasurive apo veprimeve te biznesit
- b.) provuar ndonje ngjarje materiale ose rrethana qe lidhen me aktivet, biznesin ose pasurine dhe qe kercenojne te prishin materialisht, te parandalojne, te demtojne ose te ndikojne materialisht ne te kundert, ne rezultatin i operacioneve ne teresi, sidomos ne lidhje me kontraten e sherbimit me UPS;
- c.) hyre ne ndonje transaksion ose kontrate, apo te kete amenduar ose perfunduar ndonje transaksion apo kontrate qe ne menyre te arsyeshme mund te pritet qe te kete nje efekt material te kundert mbi asetet, pasurite, veprimtarine e biznesit te shoqërise.
- d.) shitur, transferuar, lene peng, dhene me qira, ose thene ndryshe, nuk ka hequr te drejttat e pronesise mbi ndonje aktiv ose pasuri te zoteruar nga Shoqëria;
- e.) punesuar personel ose rritur shkallen e kompesimit te pagueshem ose qe behet i pagueshem per punonjesit me shume se rritja e bere ne pajtim me praktikat e kaluara qe konsiston ne ndonje kompensim ekzistues ose plane te tjera, ose ndryshuar organizimin e punes se tyre ne ndonje menyre materiale ;
- f.) perfituar ndonje pronesi te paluajtshme ose te kete bere ndonje shpenzim te kapitalit (te trupezuar ose jo te trupezuar) qe e kalon vleren prej 1000 (nje mije) Euro;
- g.) perfituar ose shitur, ne ndonje forme, interesa ne kapital te shoqërive te tjera ose perfitim, shitje apo dhenie me qira (si qiradhenes apo si qiramares) ndonje veprimtari ekonomike apo segment te kesaj veprimtarie ekonomike.
- h.) deklaruar ose paguar ndonje dividend, ose blere ose te perfituar ndonje interes ne pasurine e tij.
- i.) rene dakord formalisht per te bere ndonje nga sa është parashikuar. Shitesit garanton se gjate zbatimit te kesaj kontrate shoqëria nuk do te beje asnje shpenzim apo te ndermarre asnje detyrim pa marre me pare miratimin e perfaqesuesit te bleresit.

#### 5.9. Taksat dhe Padite gjyqësore

Shoqëria ka renditur ne nje rend kohor, te gjitha te ardhurat per taksat periodike dhe vjetore te parashikuara nga legjislacioni qe aplikon Shoqëria. Te ardhura te tilla per taksat jane pergatitur ne menyre korrekte dhe te gjitha taksat direkte ose indirekte si dhe obligimet e tjera te percaktuara, jane paguar ne kohe dhe ne menyre te plote.

Nuk ka asnje ceshtje gjyqësore ne gjykim ose ndonje padi tjeter akuzuese, pervec atyre te referuara ne Aneksin G.

#### 5.10. Aktive te Trupezuara

Shoqeria ka titull te plote, efektiv, te vlefshem nga ana ligjore, pa ndonje detyrim ligjor, barre, a kufizime te tjera, mbi te gjitha aktivet dhe pronat e saj, sic jane te listuara ne Anekset H, I dhe J (duke perfshire pronen e paluajtshme ose te luajtshme) e reflektuar kjo ne Llogarinet e Dates se Fundit te Llogarise ose e arritur pas dates se referimit te percaktuar aty, dhe ky titull nuk eshte objekt i ndonje kufizimi, pengu, hipoteke, a barre tjeter apo te drejte te cfaredolloji lidhur me perfitimin e paleve te treta.

#### 5.11. Aktive te Patrupezuara

Shoqeria eshte pronari i vetem dhe ekskluziv i - ose ka te drejten te perdore- patenten, emrin e mire, marken e prodhimit, dhe ndonje te drejte pronesie tjeter industriale ose intelektuale te nevojshme, per te drejtuar aktivitetin e tij ekonomik, sic jane renditur ne aneksin K, dhe nuk ka kryer anje shkelje ne lidhje me patenten, emrin e mire, marken e prodhimit, dhe te ndonje te drejte tjeter pronesie industriale apo intelektuale.

Shoqeria eshte e licensuar plotesisht per perdorimin e software-t te saj.

Keto aktive te Patrupezuara jane plotesisht te perdorshme nga Shoqeria pa paguar ndonje takse per license, te drejte te autorit, ose te detyrimeve te tilla.

#### 5.12. Marreveshjet

Shoqeria nuk eshte pale ne ndonje marreveshje te shkruar qe nuk eshte ekzekutuar plotesisht, pervec atyre te deklaruar dhe te evidentuara prej Shitesit nepermjet dokumentacionit bashkengjitur kesaj kontrate, sic eshte e specifikuar ne Aneksin L.

#### 5.13. Punonjesit

Shoqeria nuk eshte dhe nuk ka qene ndonjehere pale ne ndonje kontrate pune ose impenjimi per pune me ndonje pale te trete. Shoqeria nuk eshte pale me ndonje agjensi shitjesh, perqindjesh ose ne ndonje kontrate konsulence.

Te gjitha te punesuarit jane te regjistruar ne regjistrin perkates se bashku me kompensimin teresor qe i paguhet secilit prej tyre, ne perputhje me ligjet dhe rregulloret perkatese te aplikueshme. Lista e te punesuarve te shoqerise dhe pagat e tyre jane te listuara ne aneksin M te kesaj marreveshje.

Shoqeria ka bere te gjitha renditjen, dhe ka ndermarre te gjitha veprimet e kerkuara per t'u kryer ose ndermarre, per aplikimin e sigurimeve sociale, te punes dhe te ligjeve dhe rregulloreve lidhur me mireqenien, duke respektuar secilin prej Punonjesve. Te gjitha sigurimet sociale dhe detyrimet lidhur me mireqenien te percaktuara nga keto ligje dhe rregullore, sikunder dhe ne marreveshjet kolektive nese ka te tilla, jane paguar teresisht.

#### 5.14. Pajtueshmeria me ligjin

Shoqeria e ka kryer aktivitetin e saj ekonomik ne perputhje me legjislacionin shqipetar dhe rregulloret perkatese te aplikueshme. Daten e Mbylljes, Shoqeria nuk do te kryeje ndonje thyerje te ndonje statuti, ligji, rregulli, urdherese, dekreti, direktive, lejeje ose kerkese te ngjashme te aplikueshme ne aktivet dhe pronesine (te luajtshme e te paluajtshme, te trupezuar dhe te patrupezuar, ne



pronesi, te licensuar, te dhene me qira ose ndonje rast tjeter) ose te ndonje kontrate dhe te drejte lidhur me te e qe mund te kete nje nje efekt te kundert ne aktivitetin e saj.

Shoqeria ka te gjitha lejet materiale, licensat, dhe miratimet e tjera ose autorizimet e kerkuara per aplikimin e statutit, ligjeve, , rregullave, urdheresave, dekrete, direktiva, ne lidhje me te drejten e pronesise, perdorimit, ruajtjes dhe veprimit te aktivitetit te saj ose te ndonje prej aktiveve dhe pronave ose te ndonje kontrate dhe te drejte te ciles i drejtohet.

#### 5.15. Garancite, borxhet, rimbursimet

Shoqeria nuk ka ndonje detyrim te njohur dhe nuk ka miratuar krijimin e ndonje kapitali hua, te marre borxhe ose hua te kesaj natyre, pervec sa eshte raportuar ne Aneksin N.

Shoqeria nuk eshte pale, dhe nuk eshte e detyruar, ne ndonje garanci, detyrim per rimbursim ose te marreveshje tjeter qe siguron ose sjell detyrim financiar ose te ndonje lloji tjeter, ndaj nje pale te trete.

#### 5.16. Likuidimi, administrimi dhe shkrirja

Nuk eshte dhene asnje urdher, nuk eshte prezantuar ndonje petition ose te kete kaluar ndonje kerkese per likuidimin e Shoqerise ose per percaktimin e ndonje likuiduesi te perkohshem per shoqerine, dhe asnje urdher administrativ nuk ka dale per shoqerine; dhe kjo e fundit nuk eshte e paafte per te paguar borxhet e saj dhe nuk eshte ne procedure falimentimi

#### 5.17 Taksa e pulles apo tarifa te tjera

Nuk ka takse per pullen apo tarifa te tjera per tu paguar ne lidhje me kete marreveshje apo me transferimin e Pjeseve te Kapitalit ne emrin e Bleresit.

#### 5.18 Anekset

Anekset qe i bashkangjiten kesaj kontrate perbejne nje pjese thelbesore te saj:

Aneks A: Shpallja e Cmimit te Blerjes

Aneks B: Certifikata e pjeseve te kapitalit

Aneks D: Licenca e Shoqerise

Aneks E: Marreveshjet e firmosura nga Shoqeria

Aneks F: Raporti mbi taksat

Aneks G: Raporti i ceshtjeve gjyqesore qe jane ne gjykim e siper

Aneks H: Lista e pronave te paluajtshme te Shoqerise

Aneks I: Lista e stacioneve baze ekzistuese te shoqerise

Aneks J: Lista e pajisjeve dhe aktiveve te shoqerise (inventari)

Aneks K: Lista e licensave, patentave, markave dhe software te shoqerise.

Aneks L: Lista e kontratave te qirase te firmosura nga shoqeria per pronat e paluajtshme.

Aneks M: Lista e punonjesve te shoqerise dhe te pagave perkatese te secilit.

Aneks N: Kontratat e huase te firmosura prej shoqerise.

NENI 6

#### DEKLARIMET DHE GARANCITE E BLERESIT

Bleresi ben perfaqesimet dhe garanton Shitesin, se cdo perfaqesim apo garanci do te jete e vertete, e sakte dhe jo mashtruese ne Datan e Mbylljes




### 6.1. Organizimi

Bleresi është një kompani e organizuar plotësisht, ekzistuese, e vlefshme nga ana ligjore, e krijuar nën legjislativën e Republikës së Shqipërisë, nuk është në falimentim, dhe ka aftësi të plotë për të drejtuar aktivitetin e saj ekonomik si deri tani të drejtoje dhe të gezoje aktivet dhe pronat në pronesi të saj.

### 6.2. Autorizimi

Të gjitha aktet e përbashkëta dhe/ose procedimet e tjera të kërkuara për t'u ndermarre prej ose në emër të Bleresit për të autorizuar atë për të hyrë dhe për t'u përmbajtur kësaj Marrëveshje janë kryer plotësisht, kjo Marrëveshje është ekzekutuar plotësisht dhe levruar prej Bleresit dhe përben një detyrim lidhës për Bleresin, të detyrueshem për t'u zbatuar prej tij, në përputhje me termat dhe kushtet e saj.

Ekzekutimi i kësaj Marrëveshje nuk kërkon ndonjë njoftim të mëtejshëm ose ndonjë plotësim, aprovim, autorizim të çfaredolloji, prej ndonjë autoriteti kombëtar ose nderkombëtar, qeveritar, rregullues ose ndonjë autoritet tjetër në shtetin e Bleresit.

### 6.3. Mungesa e komisionereve

Bleresi nuk ka ndonjë përgjegjësi për ndonjë përqindje, ose taksa të tilla apo komisione në lidhje me transaksionin të kryer këtu, pagesa e të cilit mund të jetë deklaruar e vlefshme prej Shoqërisë ose Shitesit.

### 6.4. Mungesa e Konfliktit

Ekzekutimi dhe përmbajtja ndaj kësaj Marrëveshje -dhe konsumimi i transaksioneve të përmbushur prej kësaj Marrëveshje dhe pajtimi me termat, kushtet dhe parimet e kësaj Marrëveshje prej Bleresit nuk do të - bien në konflikt ose të rezultojnë me ndonjë shkelje ose të metë, ose japin të drejten për të perfunduar, shuar ose përshpejtuar ndonjë detyrim ose humbje të një të mirë materiale, ose të rezultojë krijimi i ndonjë të drejte të ndonjë kreditori mbi ndonjë nga veprimtaritë ekonomike, aktivet ose pronat e Bleresit sipas ndonjë klauzole të (i) të aktit të themelimit të Bleresit ose të dokumentave të tjera të shoqërisë, ose (ii) ndonjë shenim, detyrim, peng, marrëveshje, dokument besimi, license, dhenie me qira, kontrate, marrëveshje ose rregullim në të cilën Bleresi është palë, ose (iii) ndonjë gjykim, urdher, dekret, rregull ose rregullore të aplikuar për Bleresin, ose për aktivet, pronat, ose aktivitetin e Bleresit.

Ekzekutimi i kësaj Marrëveshje nuk do të rezultojë me ndonjë shkelje të ndonjë ligji ose dokumenti të Bleresit që mund të ndikojë vlefshmerinë ose detyrueshmerinë e kësaj Marrëveshje.

NENI 7

KUSHTET PËR MBYLLJEN

Detyrimi i Bleresit për të blerë Pjesët e Kapitalit dhe detyrimi i Shitesit për t'i shitur Bleresit Pjesët e Kapitalit janë subjekt për pranimin ose heqjen dorë në, ose para, Dates së Mbylljes për kushtet e mëposhtme:

### 7.1. Autorizimet

Të gjitha autorizimet, miratimet, urdherat apo aprovimet ose deklaratimet, ose plotësimet me, ose kalimi i afatit të pritjes të imponuar nga ndonjë ent qeveritar ose autoritet - të nevojshme për

perfundimin e blerjes dhe shitjes se Pjeseve te Kapitalit, duhet te jene marre, plotesuar ose duhet te jene kryer ose nese hiqet dore, nga autoritetet kompetente.

#### 7.2. Asnje Urdher ose Ndalim

Nuk do te kete efekt asnje ligj i aplikueshem ose urdher i shpallur, i miratuar, i imponuar, i dekretuar ose i nxjerre nga ndonje entitetet ose ndonje ndalim tjeter ligjor ose ndalim qe pengon konsumimin e blerjes dhe shitjes se Pjeseve te Kapitalit.

#### 7.3. Kushtet per Detyrimin e Bleresit

Detyrimi i Bleresit per te blere dhe per te paguar per Pjeset e Kapitalit ne Mbyllje, eshte subjekt per pranimin (ose heqjen dore prej Bleresit) ne ose para Dates se Mbylljes, per keto kushte:

##### (a) Deklarimet dhe Garancite.

Deklarimet dhe garancite e Shitesit te bera ne kete Marreveshje duhet te jene te verteta dhe korrekte ne te gjitha aspektet materiale, si per daten e permendur ketu ashtu dhe per ne pas Mbylljes, duke perjashtuar shtrirjen e nje perfaqesimi dhe garancie te tille lidhur shprehimisht me nje date te meparshme (ne raste te tilla keto perfaqesime dhe garanci do te jene korrekte dhe te verteta ne kete kuader, ne dhe per keto data te meparshme), pervec sa eshte shprehur ndryshe ne kete Marreveshje dhe pervec atyre qe se bashku ose individualisht, nuk duket se kane ndonje efekt material te kundert te ndjeshem.

##### (b) Kryerja e Detyrimeve te Shitesit.

Shitesi duhet te kete kryer ose plotesuar ne te gjitha aspektet te gjitha detyrimet materiale dhe te tjetersimit te kerkuara nga kjo Marreveshje ose qe duhen plotesuar dhe kryer nga Shitesi ne kohen e Mbylljes, pervec sa jane permendur ne kete Marreveshje dhe pervec atyre qe se bashku ose individualisht, nuk duket se kane ndonje efekt te kundert te ndjeshem material.

##### (c) Mungesa e Procedurave

Ne kohen e Mbylljes, nuk do te kete ceshtje te pazgjidhura : (i) kundërshtimi ose perpjekje per te penguar ose ndaluar blerjen dhe shitjen e Pjeseve te Kapitalit Bleresit, (ii) perpjekje per te ndaluar ose kufizuar pronesine ose veprimet e kompanise ne ndonje pjese te veprimtarise se saj ekonomike ose te aktiveve te Kompanise (iii) perpjekje per te imponuar kufizime ne kompetencat e Bleresit per te marre ose mbajtur, ose te ushtroje te drejta te plota te pronesise ose (iv) perpjekje per t'i ndaluar Bleresit te kete kontrollin efektiv ne Kompani ; me kusht qe, megjithate, ky kusht te parashikohet prej Bleresit per te hequr dore per ndonje veprim, procedim, kerkese padi pervec ndonje padie, veprimi a procedure te ndonje enti qeveritar) ne qofte se Shitesi i siguron Bleresit demshperblim ne forme dhe permbajtje, ne thelb te kenaqshme per Bleresin persa i perket kerkesave te tilla, veprimeve ose procedimeve.

#### 8.4. Kushtet per Detyrimin e Shitesit

Detyrimi i Shitesit per te shitur, transferuar dhe levruar Pjeset e Kapitalit eshte subjekt per pranimin (ose heqjen dore prej Shitesit) para Dates se Mbylljes, per keto kushte:

(a) Deklarimet dhe Garancite.

Deklarimet dhe garancite e Bleresit te bera ne kete Marreveshje do te jene te verteta dhe korrekte ne te gjitha aspektet, si per kohen ketu dhe per kohen qe do te aplikohet per Mbyllje, duke perjashtuar shtrirjen e nje perfaqesimi te tilla lidhur shprehimisht me datat e meparshme (ne raste te tilla keto perfaqesime dhe garanci do te jene korrekte dhe te verteta ne te gjitha aspektet, per keto data te meparshme), pervec sa eshte permendur ndryshe ne kete Mareveshje.

(b) Kryerja e Detyrimeve te Bleresit.

Bleresi duhet te kryeje dhe te permbushe te gjitha detyrimet materiale te kerkuara ne kete Marreveshje per t'u kryer ose permbushur ne kohen e Mbylljes.

(c) Mungesa e Procedurave.

Nuk duhet te mbeten te pazgjidhura ose te kercenuara kerkesat prej ndonje enti qeveritar, (ose kerkesat prej ndonje personi tjeter ndonje kerkese qe ka qofte dhe nje mundesi te vogel per te patur sukses) duke kundërshtuar ose perpjekur per te penguar ose ndaluar blerjen dhe shitjen e Pjeseve te Kapitalit ose te perpiqet per te marre prej Shitesit, ne lidhje me blerjen dhe shitjen e Pjeseve te Kapitalit, ndonje demtim qe eshte ne ngarkim te Shitesit; me kusht qe, megjithate, ky kusht te parashikohet prej Shitesit per te hequr dore per ndonje veprim, procedim, kerkese padi pervec ndonje padie, veprimi a procedure te ndonje enti qeveritar) ne qofte se Bleresi i siguron Shitesit demshperblim ne forme dhe permbajtje, ne thelb te kenaqshme per Shitesin persa i perket kerkesave te tilla , veprimeve ose procedimeve.

NENI 8

DEMSHPERBLIMET PREJ SHITESIT

8.1. Pergjegjësia e Shitesit

Shitesi eshte dakord ta quaje Bleresin ose Kompanine, sipas rastit, te pafajshem dhe te demshperblyer, subjekt per kushtet dhe brenda limiteve te rena dakord me poshte, per ndonje Humbje qe rrjedh prej ose varet nga fakte dhe rrethana te ndodhura ose te hasura para Dates se Mbylljes, edhe nese Humbja rezulton pas kesaj date.

8.2. Ekskluziviteti dhe ndalimi i dublikimit te mjeteve per mbrojtje

Eshte e qarte se e drejta per te perfituar demshperblim ne pajtim me kete nen do te perjashtoje ndonje te drejte tjeter, rregullim, pretendim ose mjet mbrojtës te disponueshem prej Bleresit ne lidhje me shkeljen e Shitesit per deklarimet dhe garancite e specifikuara ne nenin 5.

8.3. Perjashtimet dhe Kufizimet

Detyrimi per zhdemtim i Shitesit do te hyje ne fuqi vetem kur tere sasia e Humbjeve subjekt i kerkeses per zhdemtim te Bleresit ne teresi

tejkalon 5 000 (pese mije) Euro , dhe parashikon qe, nese eshte tejkaluar kufiri, Shitesi duhet te jete pergjegjes per te paguar vetem sasine e tejkaluar.

Shuma e percaktuar ne kete nen duke iu referuar kerkeses per zhdentim , do te reduktohet prej :(i) ndonje shume qe shoqeria ka marre ne baze te ndonje police sigurimi ne fuqi ne daten e kesaj Marreveshje ose prej nje pale te trete ne lidhje me ngjarjen specifike qe eshte subjekt i kerkeses per zhdentim ndaj Shoqerise; (ii) ndonje perfitim nga taksat qe ngarkohen Bleresit ose shoqerise si rezultat i ngjarjes qe i dha shkak pageses se demshperblimit.

Shitesi ka te drejten e kompensimi , ndaj cdo Humbje qe eshte objekt i pretendimi te Bleresit, shumen e ndonje aktivi te paparashikuar ose krediti qe rrjedh prej ose varet nga rrethana ose veprime te ndodhura ose te ndermarra para dates se kesaj Marreveshje dhe qe nuk jane te pasqyruar ne Llogari.

Ne asnje rast Shitesi nuk do te jete pergjegjes ndaj Bleresit persa i perket ndonje shkelje te pretenduar te deklarimeve lidhur me perfaqesimet dhe garancite, njoftimet per te cilat i jane dhene Shitesit 24 muaj pas dates se kesaj Marreveshje.

#### 8.4. E drejta e Shitesit ne lidhje me Humbjet

Per kete Bleresi bie dakord te njoftoje Shitesin per cdo fakt per ndonje Humbje qe mund te beje qe shoqeria te pesoje nje Humbje, per zhdentimin e te ciles Shitesi mund te konsiderohet pergjegjes, menjehere pas marrjes dijeni per te, dhe ne te gjitha rastet brenda 60 (gjashtedhete) ditesh pas marrjes dijeni, me kusht qe, ne kete rast perfundimi i afatit per te bere nje apel ose kundersiztim ne lidhje me Humbje te tilla eshte me i vogel se 30 dite, njoftimi do t'i jepet Shitesit prej Bleresit brenda 15 ditesh nga momenti i marrjes dijeni per te, me njoftim te shkruar ku te behet i qarte pretendimi qe ka ndermend te beje me me shume detaje, se bashku me te gjitha dokumentacionin ne dispozicion qe mund te jete i nevojshem me qellim qe t'i jape mundesi Shitesit te ndermarre te gjitha veprimet ne lidhje me Humbjet, objekt te pretendimeve te tilla. Per kete kusht, shoqeria do te konsiderohet se ka marre dijeni nga Bleresi.

Shitesi ka te drejte te drejtoje administrimin e rrethanave qe i japin shkas Bleresit per te ngritur pretendimin e tij dhe Bleresi bie dakord te garantoje, mbi kerkesen e Shitesit, qe Kompania do te: (i) mbaje Shitesin te informuar plotesisht per ndonje njoftim, komunikim ose informacion tjeter sido qe te jete marre nga Kompania ne lidhje me kete pretendim; (ii) bashkepunoje me Shitesin persa i perket rregullimeve perkatese dhe veprimeve, duke i dhene Shitesit mundesi te plote per te pare te gjitha shenimet dhe te dhenat ne lidhje me kete dhe duke i siguruar mbeshtetje te nevojshme prej punonjesve te saj ; dhe (iii) t'i permbahet ndonje instruksioni te Shitesit per drejtimin e procedurave ligjore dhe/ose beje negociata dhe/ose iniciativa te tjera ne lidhje me sa u tha me lart.

Kur Shitesi nuk arrin te jape instruksionet e percaktuara menjehere pas marrjes se njoftimit nga Bleresi, Bleresi, pa paragjykime persa u tha me lart, do te ndermarre te gjitha veprimet e arsyeshme qe mund te kerkohen per te lehtesuar shumen per te cilen kerkohet zhdentimi i permendur me lart, dhe duhet te beje qe Kompania te ndermarre te gjitha veprimet e arsyeshme, dhe ta mbaje Shitesin teresisht dhe ne menyren e duhur te informuar per iniciativa ose veprime te tilla.

Ndermarrja prej Bleresit ose shoqerise e ndonje iniciative ne lidhje me pretendime te tilla, pa patur me pare miratimin me shkrim te Shitesit, ose mosarritja e shoqerise per te vepruar ne perputhje me klauzolat e mesiperme te ketij neni, do te rezultoje me shkarkimin e Shitesit prej detyrimeve te tyre per te zhdemtuar Bleresin ne lidhje me pretendimin e meparshem.

Shitesi do te detyrohet te beje pagimin e Bleresit ose te shoqerise bazuar ne kete nen, vetem ne qofte se dhe kur shoqeria te kete shkaktuar Humbjen ne fjale.

#### NENI 9

##### FORCA MADHORE

Mospermbushja e detyrimeve te kesaj marreveshje nga ana e njeres prej paleve nuk do te konsiderohet si shkelje e kesaj marreveshje per sa kohe kjo mospermbushje vjen si pasoje e nje ngjarje te konsideruar Force madhore, ne rastin kur provohet se pala e prekur nga kjo ngjarje (a) ka marre te gjitha masat e arsyeshme parandaluese, si dhe te gjitha masat e nevojshme per te permbushur kushtet dhe afatet e kesaj marreveshje dhe (b) ka informuar palen tjeter ne menyre te menjehershme per ndodhjen e kesaj ngjarje.

Cdo periudhe kohe, brenda se ciles njera prej paleve, bazur ne kete marreveshje, do te ndermarre ndonje veprim, do te zgjatet ne nje menyre te barabarte me periudhen e kches ne te cilen pala e kishte te pamundur te vepronte si pasoje e Forces Madhore.

#### NENI 10

##### PERFUNDIMI I KONTRATES DHE ANULLIMI I SHITBLERJES SE PJESEVE TE KAPITALIT

Ne rast se Bleresi nuk i permbush detyrimet per berjen e pagesave ne menyre te plote dhe ne kohen e duhur ashtu sic parashikohet ne nenin 3 te kesaj marreveshje, pervec rastit kur zbritja e nje shume te caktuar nga Cmimi Blerjes eshte e nevojshme per te kompensuar humbjet, gje qe ben te mundur lindjen e detyrimit te Shitesit per te zhdemtuar Bleresin, shitesi do te kete te drejten te anulloje shiteblerjen e Pjeseve te Kapitalit qe eshte dhe objekt i kesaj marreveshje, do te thote te rimarre mbrapsht te drejtat e pronesise mbi Pjeset e Kapitalit, perkundrejt pageses se shumes qe Bleresi kishte paguar ne perputhje me kete marreveshje.

#### NENI 11

##### LIGJI I ZBATUESHEM DHE JURIDIKSIONI

Kjo Marreveshje lidhet ne perputhje me ligjin shqiptar.

#### NENI 12




## 12.1 TE NDRYSHME

Asnje amendament, modifikim, perfundim ose heqje dore prej ndonje nga klauzolat e kesaj Marreveshje, nuk do te jete ne asnje rast efektive po te mos jete me shkrim dhe e nenshkruar nga ose ne emer te seciles Pale.

Deshtimi per te ushtruar ose vonesa ne ushtrimin e te nje te drejte ose rregullimi i parashikuar ne kete Marreveshje ose prej ligjeve, nuk perben nje heqje dore nga e drejta ose rregullimi ose heqje dore nga te drejta ose rregullime te tjera. Asnje ushtrim i vetem ose i pjesshem i nje te drejte ose rregullimi te parashikuar ne kete Marreveshje ose prej ligjit, nuk pengon ushtrimin e metejshem te te drejtes ose rregullimit ose ushtrimin e ndonje te drejte ose rregullimi tjeter.

## 12.2 NDERPRERJA

Ne rast se ndonje klauzole ose detyrim ne kete Marreveshje do te jete e pavlefsheme, e paligjsheme ose pa force shtrenguese ne ndonje juridiksion, vlefshmeria, ligjshmeria dhe detyrimi shtrengues i klauzolave te mbetura ose i detyrimeve, ose i klauzolave ose detyrimeve ne ndonje juridiksion tjeter, nuk do te ndikohet ose dobesohet prej tyre.

Palet bien dakord te perpiqen te zevendesojne ndonje klauzole te pavlefshme ose pa force shtrenguese e cila, ne shkallen me te madhe te mundshme, arrin qellimet e klauzoles te pavlefshme ose pa force shtrenguese.

## 12.3 KOPJET

Kjo Marreveshje pergatitet ne 8 kopje, prej te cilave 4(kater)ne Anglisht dhe 4 ne shqip. Ne rast konflikt te mundshem versioni Anglisht ka perparesi mbi ate shqip.

Secila prej tyre kur te behet dhe dorezohet do te quhet origjinal, por te gjitha keto kopje se bashku do te perbejne te njejtin instrument; faqet e nenshkruara mund te shkeputen prej kopjeve te vecanta te shumefishuara dhe te ngjiten ne nje kopje te vetme keshtu te gjitha faqet e nenshkruara jane te ngjitura fizikisht ne te njejtin dokument.

## 12.4 NJOFTIMET

Ndonje njoftim ose komunikim tjeter nen ose ne lidhje me kete Marreveshje (nje "Njoftim") do te jete:

- me shkrim :
- ne gjuhen angleze :
- dorezuar ose derguar me poste te parapaguar te regjistruar ose me telex ose me fax per Palen qe duhet ta marre ne adresen e shenuar ketu ose ne ndonje adrese tjeter te percaktuar nga ajo Pale.

Po te mos kete prova qe ishte marre me pare, njoftimi do te quhej i marre ne qofte se :

- ishte derguar me poste, 10 (dhjete)dite pune pas postimit te tij :
- ishte derguar me telex, kur kthimi i duhur i pergjigjegjes eshte marre :

- ishte derguar me fax, kur konfirmimi i transmetimit te tij eshte regjistruar nga fax-i .

Adresat e paraqitura jane:

**Bleresi**

Niko Leka

Union Grup sh.p.k., Bulevardi Zogu I, Pallati Edi-Com 13 Katesh, Tirana Albania.

**Shitesi**

Majd Nuri Shafiq

Adresa: Rr. Pjeter Bogdani, nr. 13, Tirane

**12. 5 DHENIA E TE DREJTAVE**

Bleresi nuk mund te transferoje dhe te jape ndonje prej te drejtave te tij sipas kesaj Marreveshje, teresisht ose pjeserisht, pa patur me pare miratimin e shkruar te Shitesit, miratim qe nuk duhet dhene ne menyre te paarsyeshme.

**12. 6 SHPENZIMET DHE TAKSAT**

Pervec rastit kur Marreveshja e parashikon ndryshe, secila pale do te paguaje vleren e saj ne lidhje me negociimet, pergatitjen, ekzekutimin dhe kryerjen prej saj te kesaj Marreveshje dhe per secilin prej dokumenteve te referuara ne te.

**12. 7 MARREVESHJA NE TERESI**

Kjo Marreveshje perben nje marreveshje te tere dhe zevendeson cdo marreveshje te mepareshme mes te dy Paleve ne lidhje me cfare eshte objekt i kesaj Marreveshje

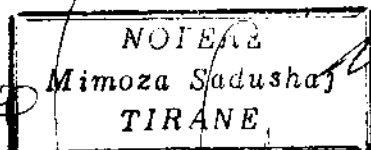
Kjo marreveshje u lexua perpara paleve, u cilesua e rregullt, dhe ne perputhje me vullnetin e tyre te plote e te lire, dhe eshte nenshkruar nga palet perpara meje, Notere Mimoza Sadushaj, qe e vertetoj si ne perputhje me ligjin. Bazuar ne ligjin nr 7829 date 01.06.1994 "Per Noteret Pulike", komunikimi me palet e huaja u krye ne gjuhen angleze, nga perkthyesi Elvisa Shehaj, lindur ne Tirane, rezident ne Tirane, Shqiperi, mbajtes i pasaportes me nr 3/98.

*Gerthfekte*

EVISA SHEHAJ  
PERKTHYESI  
TRANSLATOR  
Tel 0692291751

Shitesi

Bleresi





**REPUBLIC OF ALBANIA**

**CHAMBER OF NOTARIES TIRANE**

NR 3744 REP NR 148 KOL

**Public Notary**

**Mimoza Sadushaj**



**Purchase and Transfer Quotas Agreement**

On this day, June 2nd, 2006, in Tirana, appeared before me, Public Notary, Mimoza Sadushaj, member of the Public Notary Chamber, in Tirana, the parties on this agreement:

Mr. Majd Nuri Shafiq (hereinafter "Seller"), Born on December 12<sup>th</sup>, 1961, in New York City, NY, USA, son of Nuri, passport number 102402894, resident in Albania at Rr. Pjeter Bogdani, nr. 13, Tirana,

and

Union Grup sh.p.k. (hereinafter "Purchaser"), with offices in Bulevardi "Zogu I", Pallati 13 Katesh, Perballie Stacionit te Trenit, Tirana Albania, registered with the decision of the District Court of Tirana no.26016 date 26.05.2001, duly represented by Mr. Niko Leka in the capacity of the Administrator,

WHEREAS

- a) United Transport sh.p.k (hereinafter, "Company") is a Limited liability company duly incorporated under the Albanian law, with registered office in Rr. Pjeter Bogdani, Pallati Teuta, Tirana Albania, share capital 100 000 (one hundred thousand) leke fully paid in, Registered with the Tirana District Court Resolution Nr.32861, Date 04.02.2005 and Nr. 32861/1, date 05.07.2005;
- b) The Seller is the owner of n. 100 (one hundred) ordinary shares, with a nominal value of 1000 (one thousand) leke each, representing 100% of the entire issued capital of the Company ;
- c) The Purchaser is a an Albanian registered company;
- d) The Seller intends to sell to the Purchaser no. 76 (seventy six) ordinary shares of the Company, representing 76% of its share capital;
- e) The Purchaser intends to purchase no. 76 (seventy six) ordinary shares of the Company, presently owned by the Seller.

In consideration of the above, pursuant to Albanian Civil Code and the "Albanian Corporate Law" No 7638 date 19.11.1992, THE PARTIES AGREE as follows:

## ARTICLE 1

## DEFINITIONS

In addition to the other terms defined elsewhere in this Agreement, for the purpose of it, the following words and terms shall have the meaning set forth below:

"Accounts" means the Company's accounts for the financial year ended on the Last Accounting Date, including the statutory auditors' report on those accounts, the related Administrator's report and the notes to those accounts;

"Agreement" means this Share Purchase Agreement - including, as an integral part thereof, the above recitals and the attached annexes - executed and exchanged by and between the Purchaser and the Seller;

"Closing" means the purchase and sale of the Shares, the registration of the Purchaser as new shareholder, the payment of the portion of the Price payable on the Closing Date and, in general, the execution and exchange of all documents and the performance and consummation of all obligations, respectively required to be executed and exchanged and performed and consummated on the Closing pursuant to this Agreement in order to enable the Purchaser to become legitimate owner of 76% of the shares of the Company;

"Closing Date" means the date on which the Closing shall actually take place in accordance with the applicable provisions of this Agreement, not later than 30 days after the execution of this Agreement;

"Down Payment" means the amount of Euro 40 000 (forty thousand), paid by the Purchaser at the Closing Date as indicated in art. 3, paragraph. 3, number 1 of the Agreement;

"Encumbrance" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, encumbrance or security interest of any kind, or other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect;

"Force Majeure" means any order, regulation or direction of the Government, whether promulgated in the form of law or otherwise, or any sanction of international or national nature, insurrection, riot, civil disturbance, war (whether declared or undeclared), actions or threats of actions by terrorist or guerrilla groups or individuals, strikes or other labour disturbances, fires, floods earthquakes, or any other cause not due to the fault or negligence of the Parties, or either of them, whether or not similar to the foregoing, provided that any such cause is beyond the reasonable control of the affected Party.

"Last Accounting Date" means 30.06.2006;

"Loss" or "Losses" means any damage, cost, incurred expenses, loss or liability which are a direct and/or indirect consequence of the breach of any of the representation and warranties specified in article 5;




"Material" (and its variations) means, with respect to an event, circumstance, fact or condition, that such event, circumstance, fact or condition - individually or in the aggregate - has a substantial impact and/or a detrimental effect on the economic, patrimonial, financial and trading position of the Company and/or its operations taken as a whole, so that the decision to implement the transaction could have been adversely affected whenever such event, circumstance, fact or condition were known by the Purchaser, or anyway that the said event, circumstance, fact or condition may lead to a Material Adverse Effect;

"Material Adverse Effect" means any effect on the activity of the Company implying a payment or Loss, individually or in aggregate, amounting to not less than Euro 10 000 (ten thousand);

"Party" or "Parties" means the Purchaser or the Seller or both, as the context may require;

"Purchase Price" means the price paid by the Purchaser to the Seller for the purchase of the Shares as indicated in article 3 and in accordance with the mechanism set out therein;

"Purchase Price Statement" means the written statement, in the form agreed in Annex A, signed by the relevant officer of each of the banks designated by the Purchaser attesting that the Purchase Price has been credited on the accounts held by the Seller, or by the other entities designated by the Seller, with those banks indicated in the table set out in article 3;

"Service Contract" means the Agreement between JPS and United Transport sh.p.k.

"Shares" means no. 76 (seventy six) fully paid in ordinary shares of the Company with a par value of 1000 (one thousand) leke each, corresponding to 76% of the issued share capital of the Company. The Shares are represented by the certificate attached to Annex B.

"UPS" means UPS WORLDWIDE FORWARDING, Inc., a Delaware Company, with mail address 55 Glenlake Parkway NE, Atlanta, Georgia 30328, USA.

The headings in this Agreement do not affect its interpretation.

## ARTICLE 2

### PURPOSE OF THIS AGREEMENT

On and subject to the terms and conditions of this Agreement, on the Closing Date the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller the Shares and each right pertaining to the Shares, free of any Encumbrance, for a consideration equal to the amount set out in article 3 and payable in the manner described therein;

The Closing of the transaction contemplated under this Agreement to be performed on the Closing Date will take place at the offices of the Seller at the date to be mutually agreed by the Parties.




## ARTICLE 3

## PURCHASE PRICE AND METHOD OF PAYMENT

The price agreed for each of the Shares is Euro 2500 (two thousand and five hundred), and, therefore, in aggregate the Purchase Price for the Shares is Euro 190 000 (one hundred and ninety thousand), and shall be paid in accordance with the provision herein and subject to the terms and conditions of this Agreement.

The Purchaser will pay the total Purchase Price to the Seller as follows:

1. At the Closing Date, the sum of Euro 40 000 (forty thousand) shall be paid by the Purchaser via wire transfer to the Seller's current account held by the American Bank of Albania;
2. On the 60<sup>th</sup> (sixtieth) day following the Closing Date, the remaining sum of Euro 75 000 (seventy five thousand) shall be paid by the Purchaser via wire transfer to the Seller's current account held by the Bank, upon submission by the Seller of a written approval of this Agreement and a comfort letter issued by the UPS certifying that the Service Contract Between UPS and UTS is in force and its performance by the UTS up to the Closing Date is satisfactory and gives rise to no claims of breach of the said Contract.
3. On the 180<sup>th</sup> (hundred and eightieth) day following the Closing Date, the remaining sum of Euro 75 000 (seventy five thousand) shall be paid by the Purchaser via wire transfer to the Seller's current account held by the Bank.
4. Both Parties agree that the making of payments of the Purchase Price in full and timely manner is essential to this Agreement and shall entitle either party to rescind the transfer of shares.

## ARTICLE 4

## THE CLOSING

At the Closing:

a) the Seller shall:

1. Deliver the certificate representing the Shares duly registered in the name of the Purchaser in accordance with the Albanian law;
2. Execute and deliver, and/or cause to be executed and delivered, such other instruments as may be necessary under the Albanian law, to vest in the Purchaser good and marketable title to the Shares and to otherwise properly achieve the purpose of this Agreement.

and

b) the Purchaser shall:

1. Deliver to the Seller the Purchase Price Statement in the amounts set forth in article 3, paragraph 3, numbers 1, 2 and 3;
2. Deliver to the Seller its incorporation acts and the document evidencing the powers of its representative, as well as such other instruments in respect of the purchase and sale of the Shares



contemplated hereunder as may be necessary in order to properly achieve the purpose of this Agreement.

Upon the occurrence of the Closing, the Purchaser will acquire title to the Shares as of the Closing Date and will be entitled to any dividend declared or paid with respect thereto, and to all other rights attached thereto, from the Closing Date.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants in relation to the Company and to the transaction contemplated by this Agreement each of the following matters as at the date of execution of this Agreement. The Seller also warrants that each representation and warranty will be true, accurate and not misleading and as though made at the Closing Date.

#### 5.1 Organization

The Company is a duly organised, validly existing company incorporated under the laws of the Republic of Albania, it is not insolvent and has full power and authority to conduct its business as presently conducted and to own its assets and properties as presently owned. The Company operates under a valid license and an effective Service Contract with UPS, as identified in Annex D, and is not in breach of any of the terms of such license and/or Contract.

#### 5.2 Authorisation

All legislative acts and/or other proceedings required by the Albanian law to be taken by or on behalf of the Seller to authorise the same to enter into and to carry out this Agreement have been properly taken, this Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable against it, in accordance with its terms and conditions.

The execution of this Agreement does not require any further notice to or any filing, approval, authorisation whatsoever, by any national or international public authority or governmental, regulatory or other authority.

#### 5.3 No Conflict

The execution and delivery of this Agreement do not - and the consummation of the transaction contemplated by this Agreement and the compliance with the terms, conditions and provisions of this Agreement by Seller will not - conflict with, or result in any violation or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, or result in the creation of any lien upon any of the business, assets or properties of the Seller under any provision of any judgement, order, decree, rule or regulation applicable to the Seller.

#### 5.4 Ownership

The Seller is the sole legal and beneficial owner of the Shares in the number set out in articles 1 and 2.

The Shares have been properly allotted and issued and are fully paid in.



The Shares are free and clear of any Encumbrance of any kind and the Seller will have the full right, power and authority to sell, assign, transfer and deliver the Shares in accordance with the terms of this Agreement.

There is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the Shares or any authorised but not-issued shares in the capital of the Company. No person has claimed to be entitled to an Encumbrance in relation to any of the Shares.

Other than this Agreement, there is no agreement, arrangement or obligation requiring the creation, allotment, issue, transfer, redemption or repayment of, or the grant to a person of the right (conditional or not) to require the allotment, issue, transfer, redemption or repayment of, a share in the capital of the Company (including, without limitation, an option or right of pre-emption or conversion).

#### 5.5 Subsidiaries

The Company does not have any subsidiary.

#### 5.6 Accounts

The Accounts have been prepared on a proper and consistent basis in accordance with the Albanian law and with the international applicable standards, principles and practices, in particular with the accounting principles of the International Accounting Standard Committee (IASC).

No change in accounting policies has been made in preparing the Accounts of the Company for each of the two financial years of the Company ended on the Last Accounting Date, except as stated in the balance sheets and profit and loss accounts for those years.

The Accounts show a true and fair view of the assets, liabilities and state of affairs of the Company as at the Last Accounting Date, and of the profits and losses of the Company for the financial year and the period ended on the Last Accounting Date, that result in no losses, or if such losses exist, there shall be 100% covered by the sole shareholder contribution before or on the Last Accounting Date.

There are no obligations, charges, debts and, generally, material risks of the Company which have not been duly stated in the Accounts or in respect of which no reasonable funds or reserves have been allocated.

#### 5.7 Accounting records and other Company's books

The Company's accounting records and books are up-to-date, in its possession or under its control, they are properly kept and all registrations in such accounting records and books have been duly made in accordance with the Albanian law and the international applicable standards, principles and practices.

#### 5.8 Absence of Material Changes

The Company's business has been operated in the usual way so as to maintain it as a going concern; and no material change has occurred in the assets and liabilities shown in the Accounts and there has been no reduction in the value of the net tangible assets of the Company on the basis of the evaluation used in the Accounts.

Since the Last Accounting Date the Company has been properly conducted and operated and the Seller has no knowledge that the Seller itself and/or the Company has:

- entered into any agreement whose value exceeds Euro 1 000 (one thousand), except for those reported in Annex E, or
- incurred any material obligation, material liability, or




- taken any other action, which may cause any of the representations and warranties of the Seller contained in this Agreement to become untrue or incorrect, especially related with the Service Contract with UPS.

The Company since 31.05.2006 has not:

- experienced any adverse and material change in its assets, properties or business operations;
- experienced any material events or circumstances with respect to their assets, business or properties that threaten to materially disrupt, prevent, impair or otherwise materially and adversely affect the result of their operations as a whole, especially related with the Service Contract with UPS;
- entered into any transaction or contract, or amended or terminated any transaction or contract that could reasonably be expected to have a material adverse effect on the assets, properties business operations of the Company;
- sold, transferred, pledged, leased or otherwise disposed of any asset or property owned by the Company;
- hired personnel or increased the rate of compensation payable or to become payable to employees other than increase made in accordance with past practices consistent with any existing compensation or other plans, or altered its labour organisation in any material way;
- acquired any real property or made any single capital expenditure (tangible or intangible) exceeding Euro 1 000 (one thousand);
- acquired or disposed of, in any form, interest in the capital of other companies or acquired, disposed of or leased (as lessor or lessee) any business or segment of business;
- declared or paid any dividend, or purchased or otherwise acquired any interest in its own equity;
- agreed to do any of the foregoing.

The Seller warrants that following the Execution of this Agreement the Company will not take any expenditure or undertake any obligation without the prior consent of the Representative of the Purchaser.

#### 5.9 Tax and Litigation

The Company has filed, in a timely manner, all periodic and annual tax returns prescribed by tax laws applicable to the Company. Such tax returns have been correctly prepared and all direct or indirect taxes and duties which have become due have been fully and timely paid. In this respect, a tax clearance has been issued by the competent tax authorities, as reported in Annex F (if applicable).

There is no pending or threatened litigation, other than those reported in Annex G.

#### 5.10 Tangible Assets

The Company have full, good, and marketable title to all its assets and properties, as listed in Annex H, I, and J (including personal or real property) either reflected in the Accounts as of the Last Accounting Date or acquired after the reference date thereof, and such title is not subject to any limitation, mortgage, lien, encumbrance, charge or right whatsoever for the benefit of third parties.

### 5.11 Intangible Assets

The Company is the sole and exclusive owner of - or has the right to use - its trademarks, patents, trade names, know-how, and any other industrial or intellectual property rights necessary for the conduct of its business, as reported in Annex K, and it is not in breach of any trademarks, patents, trade names, know how, and any other industrial or intellectual property rights.

The Company is duly licensed for the use of its software.

Such Intangible Assets are fully usable by the Company without the payment of any license, fee, royalty or similar charge.

### 5.12 Agreements

The Company is not party to any written agreement that has not been entirely performed, except those declared and evidenced by the Seller with the documentation attached to this contract, as specified in Annex L.

### 5.13 Employees

The Company is not and has never been party to any employment or other contract of engagement with any third parties. The Company is not a party to any sales agency, brokerage or consultancy contract.

All Employees are regularly recorded in the appropriate book and records, together with the aggregate compensation payable to each of them, in compliance with applicable laws and regulations. The list of the Company's employees and their salaries are reported in Annex M.

The Company has made all filings, and taken all actions required to be made or taken, under applicable social security, labour and welfare laws and regulations, with respect of each of the Employees. All social security and welfare charges due under such laws and regulations, as well as under collective bargaining if any, have been fully paid.

### 5.14 Compliance with law

The Company has conducted its business in all material respects in accordance with all applicable Albanian laws and regulations. On the Closing Date the Company is not in violation of any statutes, laws, rules, regulations, orders, decrees, directives, permits or similar requirements applicable to the assets and properties (whether real or personal, tangible or intangible, owned, licensed, leased or otherwise) or to contract and rights entered into by it which could have a Material Adverse Effect on its activity.

The Company has in full force and effect and is not in breach of all material permits, licenses and other approvals or authorisations however required under any applicable statutes, laws, rules, regulations, orders, decrees or directives, with respect to the ownership, use, maintenance and operation of its business or of any of its assets and properties or of any contracts and rights by which it is bound.

### 5.15 Guarantees, indebtedness and indemnities

The Company does not have any outstanding liabilities and has not agreed to create or incur loan capital, borrowing or indebtedness in the nature of borrowing, other than the ones reported in Annex N.

The Company is not a party to, and is not liable under, any guarantee, indemnity or other agreement to secure or incur a financial or other obligation with respect to a third party's obligations.





#### 5.16 Winding up, administration and insolvency

No order has been made, petition presented or resolution passed for the winding up of the Company or for the appointment of a provisional liquidator to the Company, and no administration order has been made in respect of the Company; and the Company is not insolvent or unable to pay its debts.

#### 5.17 Stamp duties, taxes and other charges

There are no stamp duties, taxes or other charges in connection to this Agreement and to the transfer of the shares in the name of the Purchaser.

#### 5.18 Annexes

The following Annexes attached hereto shall be deemed to form an integral part of this Agreement:

- Annex A: Purchase Price Statement;
- Annex B: Certificate of Shares;
- Annex D: License of the Company;
- Annex E: Agreements signed by the Company;
- Annex F: Tax issues report;
- Annex G: Pending litigation report;
- Annex H: List of the Company's real estate;
- Annex I: List of the existing base stations of the Company;
- Annex J: List of the Company's equipment and assets (inventory);
- Annex K: List of the licenses for the Company's trademarks, patents and software;
- Annex L: List of the lease agreements signed by the Company for the real estate;
- Annex M: List of the Company's employees and their salaries.
- Annex N: Loan agreements signed by the Company;

For the avoidance of any doubt the Seller warrants and represents that the content of the above Annexes are true and correct and will be true and correct at the Closing Date.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby makes the following representations and warranties to the Seller, each of which shall be true and correct also as of, and as though made on, the Closing Date.




### 6.1 Organisation

The Purchaser is a duly organised, validly existing company incorporated under the laws of the Republic of Albania, it is not insolvent and has full power to conduct its business as presently conducted and to own its assets and properties as presently owned.

### 6.2 Authorisation

All corporate acts and/or other proceedings required to be taken by or on behalf of the Purchaser to authorise the same to enter into and to carry out this Agreement have been properly taken, this Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable against it, in accordance with its terms and conditions.

The execution of this Agreement does not require any further notice to or any filing, approval, authorisation whatsoever, by any national or international public authority or governmental, regulatory or other authority in the country of the Purchaser.

### 6.3 No brokers

The Purchaser has not incurred any liability for any brokerage, finder's or similar fees or commission in connection with the transaction contemplated hereby, the payment of which could be validly claimed from the Company or the Seller.

### 6.4 No Conflict

The execution and delivery of this Agreement do not - and the consummation of the transactions contemplated by this Agreement and the compliance with the terms, conditions and provisions of this Agreement by Purchaser will not - conflict with or result in any violation or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, or result in the creation of any lien upon any of the business, assets or properties of the Purchaser under any provision of (i) the Purchaser's article of association or other corporate documents, or (ii) any note, bond, mortgage, indenture, deed of trust, license, lease, contract, agreement or arrangement to which the Purchaser is a party, or (iii) any judgement, order, decree, rule or regulation applicable to the Purchaser or to the business, assets, or properties of the Purchaser.

The execution of this Agreement will not result in breach of any law or corporate document of the Purchaser that may affect the validity or enforceability of this Agreement.

## ARTICLE 7

### CONDITIONS TO CLOSING

The obligation of the Purchaser to purchase the Shares and the obligation of the Seller to sell to the Purchaser the Shares are subject to the satisfaction or waiver on, or prior to, the Closing Date of the following conditions:

#### 7.1 Authorisations.

All authorisations, consents, orders or approvals of, or declaration, or filings with, or expirations of waiting periods imposed by any governmental entity or authority necessary for the consummation of the purchase and sale of the Shares shall have been obtained, or filed, or shall have occurred or if the case waived by the competent authority.




#### 7.2 No Injunctions or Restraints.

No applicable law or injunction enacted, entered, promulgated, enforced or issued by any governmental entity or other legal restraint or prohibition preventing the consummation of the purchase and sale of the Shares shall be in effect.

#### 7.3 Conditions to Obligation of the Purchaser.

The obligation of the Purchaser to purchase and pay for the Shares on the Closing is subject to the satisfaction (or waiver by the Purchaser), on or prior to the Closing Date, of the following conditions:

##### (a) Representations and Warranties.

The representations and warranties of the Seller made in this Agreement shall be true and correct in all material respects, as of the date hereof and as of the time of the applicable Closing as though made as of such time, except to the extent such representation and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects, on and as of such earlier date), except as to matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

##### (b) Performance of Obligation of the Seller.

The Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by the Seller by the time of the Closing, except as to matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

##### (c) Absence of Proceeding.

At the time of the Closing, there shall not be pending proceeding: (i) challenging or seeking to restrain or prohibit the purchase and sale of the Shares to Purchaser, (ii) seeking to prohibit or limit the ownership or operation by the Company of any material portion of the business or assets of the Company (iii) seeking to impose limitations on ability of the Purchaser to acquire or hold, or exercise full rights of ownership of the Shares or (iv) seeking to prohibit the Purchaser from effectively controlling in any material respect the Company; provided, however, that this condition shall be deemed to be waived by the Purchaser as to any suit, action or proceeding (except for any suit, action or proceeding by any governmental entity) if the Seller provide to the Purchaser indemnification in form and substance reasonably satisfactory to the Purchaser with respect to any such suit, action or proceeding.

#### 7.4 Conditions to Obligation of the Seller.

The obligation of the Seller to sell, transfer and deliver the shares is subject to the satisfaction (or waiver by the Seller), on or prior to the Closing Date, of the following conditions:

##### (a) Representations and Warranties.




The representations and warranties of the Purchaser made in this Agreement shall be true and correct in all material respects, as of the date hereof and as of the time of the Closing, as though made as of such time, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date).

(b) Performance of Obligations of the Purchaser.  
The Purchaser shall have performed or complied in all material respects with all obligations and covenant required by this Agreement to be performed or complied by the time of the Closing.

(c) Absence of Proceedings.  
There shall not be pending or threatened by any governmental entity any proceeding (or by any other person any proceeding that has a reasonable likelihood of success) challenging or seeking to restrain or prohibit the purchase and sale of the Shares or seeking to obtain from the Seller in connection with the purchase and sale of the Shares any damages that are material in relation to the Seller; provided, however that this condition shall be deemed to be waived by the Seller as to any suit, action or proceeding (except for any suit, action or proceeding by any governmental entity) if the Purchaser provides to Seller indemnification in form and substance reasonably satisfactory to the Seller with respect to any such suit, action, proceeding.

## ARTICLE 8

### INDEMNIFICATION BY THE SELLER

#### 8.1 Seller's responsibility

The Seller agrees to hold the Purchaser or the Company, as the case may be, harmless and indemnified, subject to the conditions and within the limits agreed upon below, from any Loss deriving from or dependent on facts or circumstances made or occurred before the Closing Date, even if the Loss arise after such date.

#### 8.2 Exclusivity and ban from duplicating the means for protection

It is understood that the right to obtain indemnification pursuant to this clause shall exclude, and shall not be duplicated by, any other right, remedy, claim or means of protection available to the Purchaser in relation to the Seller's breach of the representations and warranties specified in article 5.

#### 8.3 Exclusions and Restrictions

The Seller indemnification obligation hereunder shall be effective only when the cumulative amount of Losses subject of a request for indemnification by the Purchaser in the aggregate exceeds Euro 5 000 (five thousand), provided that, if said threshold is exceeded, the Seller shall be liable to pay only the exceeding amounts.




The amount due by the Seller under this clause with reference to a request for indemnification shall be reduced by: (i) any amount that the Company has received on the basis of any insurance policy in force at the date of this Agreement or from any third party with reference to the specific matter which is the subject of the request for indemnification over the Company; (ii) any tax benefit accruing to the Purchaser or to the Company as a result of the event giving cause to the indemnification payment.

The Seller shall have the right to offset, against any Loss which is the subject of a claim by the Purchaser, the amount of any supervening asset or credit which derives from or depends upon circumstances or actions occurred or taken prior to the Last Accounting Date and not reflected in the Accounts.

In no event the Seller shall be responsible towards the Purchaser in respect of any alleged breach of the representations and warranties the notice of which has been given to the Seller after 24 months from the date of this Agreement

#### 8.4 Seller's rights in respect of Losses

The Purchaser hereby agrees to provide the Seller with notice of any fact which can result in the Company suffering a Loss for indemnification of which the Seller may be held liable, promptly after knowledge thereof, and in all events within 60 (sixty) days of its knowledge thereof, provided that, in the event that the deadline for filing an appeal or opposition in respect of such Loss is less than 30 (thirty) days, notice shall be given to the Seller hereunder by the Purchaser within 15 (fifteen) days of its knowledge thereof, with written notice setting out the claim which it intends to make in reasonable details, together with all available documentation which may be necessary for the purposes of enabling the Seller to take all appropriate actions in respect of the Loss subject of such claim. For the purposes of this provision knowledge of the Company shall be deemed to be knowledge of the Purchaser.

The Seller shall have the right to direct the management of the circumstances which give rise to the claim made by the Purchaser and the Purchaser agrees to ensure, upon request of the Seller, that the Company shall: (i) keep the Seller duly and promptly informed of any notice, communication or other information however received by the Company in relation to such claim; (ii) co-operate with the Seller in respect of the relevant remedies and actions, by giving the Seller full access to all records, files and data relating thereto and by providing the necessary support from its employees; and (iii) abide by any instructions of the Seller in the conduct of the legal proceedings and/or settlement negotiations and/or other initiatives in relation thereto.

Should the Seller fail to provide instructions upon receipt of due notice from the Purchaser, the Purchaser, without prejudice to the foregoing, shall take all reasonable actions, which may be required to mitigate the amount for which indemnity is sought hereunder, and shall cause the Company to take all such reasonable actions, and shall keep the Seller promptly and fully informed of any such initiative or action.

The taking by the Purchaser or the Company of any initiative in respect of such claims without the Seller's prior written consent, or failure by the Company to comply with the foregoing provisions of this clause




shall result in the Seller being discharged from their obligations to indemnify the Purchaser in respect of the relevant claim. The Seller shall be under an obligation to make payment to the Purchaser or the Company pursuant to this article only if and when the relevant Loss shall become payable.

ARTICLE 9

FORCE MAJEURE

The failure of a Party any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as such failure arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Any period, within which a Party shall, pursuant to this Agreement, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

ARTICLE 10

TERMINATION OF THE CONTRACT AND THE RESCIND OF THE SALE PURCHASE OF SHARES

In case the Purchaser fails to make payments in a full and timely manner as set out in Article 3 of this Agreement, except for the case when a deduction in the Purchase Price is deemed necessary to offset the amount of Losses that give rise to the obligation of the Seller to indemnify the Purchaser, the Seller shall have the right to rescind the sale purchase of the shares subject of the Agreement, i.e. acquire back the ownership title on the Shares against paying back whatever amounts the Purchaser has paid under this Agreement.

ARTICLE 11

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the Albanian law.

ARTICLE 12

MISCELLANEOUS

12. 1 Amendments

No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless the same will be in writing and signed by or on behalf of each Party.

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

#### 12. 2 Severability

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision which, to the greatest extent possible, achieves the purposes of the invalid or unenforceable provision.

#### 12. 3 Counterparts

This agreement is prepared in 8 (eight) counterparts, of which 4 (four) in English and 4 (four) in Albanian. English version shall prevail, and consequently be implemented should any dispute arise.

Each of counterparts when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

#### 12.4 Notices

A notice or other communication under or in connection with this Agreement (a "Notice") shall be:

- in writing;
- in English language;
- delivered or sent by post pre-paid recorded delivery or by telex or by fax to the Party due to receive the notice to the address set out hereunder or to another address specified by that Party.

Unless there is evidence that it was received earlier, a notice is deemed given if:

- sent by mail, 10 (ten) business days after posting it;
- sent by telex, when the proper answer-back is received; and
- sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine.

The addresses referred to are:

The Purchaser:

Niko Leka  
Union Grup sh.p.k., Bulevardi Zogu I, Pallati Edi-Com 13 Katesh, Tirana  
Albania.

The Seller:




Majd Nuri Shafiq  
Rr. Pjeter Bogdani, nr. 13, Tirana

12. 5 Assignment

The Purchaser may not assign and transfer any of its rights under this Agreement in whole or in part without the prior written consent of the Seller, consent that shall not be unreasonably withheld.

12. 6 Cost and taxes

Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.

12. 7 Entire agreement

This Agreement constitutes the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

The Agreement was read in front of the parties, was found regular, in accordance with their free and complete will, and is duly signed by the parties in front of myself, and hereby I, the Public Notary Mimoza Sadushaj, certify it in accordance to the law. Based on the law no 7829 date 01.06.1994 "For the public notary", the communication with the foreign parties was done in English, by the traducer Evisa Shehaj born on 24.08.1974, resident in Tirane, Albania, holder of the ~~passport~~ no certificate 3/99

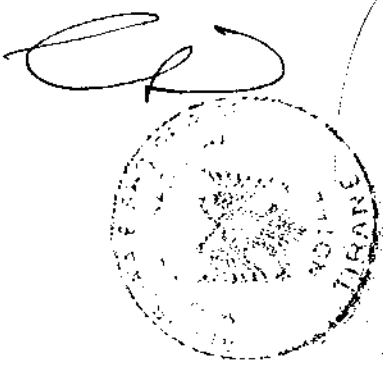
EVISA SHEHAJ  
PERKONTORE  
*[Signature]*

The Seller

The Purchaser

*Majd Nuri Shafiq*

*Niko Loke*



NOTERE  
Mimoza Sadushaj  
TIRANE

*[Signature]*