

CAPITAL SALE CONTRACT

Today, on April 6, 2023, this contract for the sale of the capital shares of "PLAN-CONSULT" Sh.p.k. is signed.

It follows as below:

The Seller: Mr. Kujtim Sevrani, Albanian citizen, son of Feta, born on 18.03.1952 in Tirana, and resident in Tirana at the address Rruga Sami Frasheri, Nd. 13, H10, Ap.19, Kodi Postar 1019, Tirana, Identity Card No. 037242034 and Personal No. F20318073S, adult and with full legal capacity to act:

The Seller: Mr. Daniel Richter, German citizen, son of Heinrich Richter, born on 17.03.1960 in Essen, resident in 50321 Brühl, Germany, at the address Janshof 19, Passport No. C76TPHRG4, adult and with full legal capacity to act.

Hereinafter referred to as the "Seller"

The Buyer: Mr. Blenard Durmishi, Albanian citizen, son of Guce, born on 04/04/1979 in Berat and resident in Tirana, at the address "Ndre Mjeda" street, Alba Residence, Tower 2, Level 4, Floor 7, Tirana, Identity Card No. H904041180, adult and with full legal capacity to act;

The parties agree to draw up this Contract for the Sale of Capital Parts as follows:

General

(A) The company "PLAN-CONSULT" Sh.p.k., is a company that exists according to Albanian laws, registered in the Trade Register with NUIS No. K91901016Q, dated 01.07.2009, with headquarters in Sami Frasheri Street, Building 13, Entrance 10, Apartment 19, 1001, Tirana, Albania (hereinafter referred to as the "Company").

KONTRATE SHITJE TE KAPITALIT

Sot ne date 6 Prill 2023 nënshkruhet kjo kontrate shitje te pjeseve te kapitalit te "PLAN-CONSULT" Sh.p.k

Shitesi: z. Kujtim Sevrani, shtetas shqiptar, atesia Feta, lindur me 18.03.1952 ne Tirane, dhe banues ne adresen Rruga Sami Frasheri, Nd.13, H10, Ap.19, Kodi Postar 1019, Tirane, mbajtes i Karta e Identitetit Nr. 037242034 dhe Nr. Personal F20318073S, madhor e me zotesi te plote juridike per te vepruar;

Shitesi: z. Daniel Richter, shtetas gjerman, atesia Heinrich Richter, lindur me date 17.03.1960 ne Essen, dhe banues ne 50321 Brühl, ne adresen Janshof 19, mbajtes i Pashaportes me Nr. C76TPHRG4, madhor e me zotesi te plote juridike per te vepruar;

Referuar me poshte si "Shitesi".

Bleresi: z. Blenard Durmishi, shtetas shqiptar, atesia Guce, lindur me 04/04/1979 ne Berat dhe banues ne Tirane ne adresen Rruga "Ndre Mjeda", Rezidenca Alba, Kulla 2, Shkalla 4, Kati 7, Tirane, mbajtes Kartes Identitetit Nr. H904041180 madhor e me zotesi te plote juridike per te vepruar.

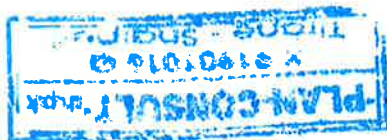
Referuar me poshte si "Bleresi"

Palet bien dakort per hartimin e kesaj Kontrate

Shitje te Pjeseve te Kapitalit si me poshte:

Te pergjithshme

(A) Shoqeria "PLAN-CONSULT" Sh.p.k., eshte nje shoqeri qe ekziston sipas ligjeve shqiptare, regjistruar ne Regjistrin Tregtar me NUIS Nr. K91901016Q, me date 01.07.2009, me seli ne Rruga Sami Frasheri, Ndertesa 13, Hyrja 10, Apartamenti 19 1001, Tirane, Shqiperi (referuar me poshte si "Shoqeria").



- The capital of the Company is divided into 100.00 (one hundred) parts.

- The Company's partners are:

1. Mr. Kujtim Sevrani with 50.00 (fiftieth) shares in the Company's capital, which represent 50.00% of the Company's capital with a total value of 50,000.00 Lek

2. Mr. Daniel Richter with 50.00 (fiftieth) shares in the Company's capital, which represent 50.00% of the Company's capital with a total value of 50,000.00 Lek

- The Administrator of the Company is Mr. Kujtim Sevrani.

(B.) The seller owns 100.00 (one hundred) shares in the Company's capital, which represent 100.00% of the Company's capital with a total value of 100,000.00 Lek

(C) The buyer wishes to purchase 100.00 (one hundred) shares in the Company's capital, which represent 100.00% of the Company's capital with a total value of 100,000.00 Lek.

Based on Law No. 7850, dated 29.07.1994, "Civil Code of the Republic of Albania", articles 757-760, "Sale Contract" and in Law No. 9901, dated 14.04.2008 "For merchants and commercial companies" amended by law no. 10475 dated 27.10.2011 and with the law no. 129/2014, specifically article 73 letter b (Purchase), "Methods of earning and transferring quotas".

Article 1
The object



- Kapitali i Shoqerise eshte i ndare ne 100.00 (njqind) pjese.

- Ortaket e Shoqerise jane:

1. Z. Kujtim Sevrani me 50,00 (pesedhjete) pjese ne kapitaline Shoqerise te cilat perfaqesojne 50,00 % te kapitalit te Shoqerise me nje vlere totale prej 50.000,00 Leke

2. Z. Daniel Richter me 50,00 (pesedhjete) pjese ne kapitaline Shoqerise te cilat perfaqesojne 50,00 % te kapitalit te Shoqerise me nje vlere totale prej 50.000,00 Leke

- Administratori i Shoqerise eshte Z. Kujtim Sevrani.

(B.) Shitesi zoteron 100,00 (njqind) pjese ne kapitalin e Shoqerise, te cilat perfaqesojne 100,00 % te kapitalit te Shoqerise me nje vlere totale prej 100.000,00 Leke

(C) Bleresi deshiron te bleje 100,00 (njqind) pjese ne kapitalin e Shoqerise te cilat perfaqesojne 100,00 % te kapitalit te Shoqerise me nje vlere totale prej 100.000,00 Leke.

Mbeshtetur ne Ligjin Nr. 7850, date 29.07.1994, "Kodi Civil i Republikes se Shqiperise", nenet 757-760, "Kontrata e Shitjes" dhe ne Ligjin Nr. 9901, date 14.04.2008 "Per tregtaret dhe shoqerite tregtare" te ndryshuar me ligjin nr. 10475 date 27.10.2011 dhe me ligjin nr. 129/2014, specifikesht neni 73 germa b (Shitblerje), "Menyrat e fitimit dhe kalimit te kuotave".

Neni 1
Objekti

1.1. The object of this contract is the sale of **100.00** (one hundred) shares of the Company's capital by the Seller, which represent **100.00** (one hundred) % of the Company's Capital with a total value of **100,000.00** (one hundred thousand) Lek . These parts are transferred from the Seller to the ownership of the Buyer.

1.2. The buyer accepts the ownership of **100.00** (one hundred) shares of the Company's capital, which represent **100.00** (one hundred) % of the Company's Capital with a total value of **100,000.00** (one hundred thousand) Lek and accepts all rights and the obligations arising from this property.

1.3. As a result of this sale, the seller does not have any part of the company's capital left in his possession.

Article 2

Sale Price and Payment Method

The sale price set by agreement between the parties is a total of **100,000.00** (one hundred thousand) Lek and the parties declare that they have been liquidated according to the agreement between them.

Article 3

Sale and Transfer of Property

3.1. The Seller confirms that he sells **100.00** (one hundred) % of the shares to the Buyer and the Buyer confirms that he accepts this sale, therefore the Seller transfers ownership of **100.00** % of the Company's capital shares to the Buyer.

Article 4 Registration

4.1. The Seller and the Buyer agree to implement and provide, at the request of the Buyer and/or the Company, all the appropriate documentation in



1.1. Objekti i kesaj kontrate eshte shitja e **100,00** (njqind) pjeseve te kapitalit te Shoqerise nga ana e Shitesit, te cilat perfaqesojne **100,00** (njqind) % te Kapitalit te Shoqerise me nje vlere totale prej **100.000,00** (njqind mijë) Leke. Keto pjese transferohen nga Shitesi ne pronesi te Bleresit.

1.2 Bleresi pranon pronesine mbi **100,00** (njqind) pjese te kapitalit te Shoqerise, te cilat perfaqesojne **100,00** (njqind) % kuotave te Kapitalit te Shoqerise me nje vlere totale prej **100.000,00** (njqind mijë) Leke dhe pranon te gjitha te drejtat dhe detyrimet qe rrjedhin nga kjo pronesi.

1.3. Si rezultat te kesaj shitje shitesi nuk i mbeten ne pronesi te tij asnje pjese te kapitalit te shoqerise.

Neni 2

Cmimi i shitjes dhe Menyra e Pageses

Cmimi i shitjes i vendosur me marreveshje ndermjet paleve eshte ne total **100.000,00** (njqind mijë) Leke dhe palet deklarojne se jane likiuduar sipas dakortesise ndermjet tyre.

Neni 3

Shitja dhe Kalimi i Pronesise

3.1. Shitesi konfirmon qe ja shet **100,00** (njqind) % kuotave Bleresit dhe Bleresi konfirmon qe e pranon kete shitje, si rrjedhim Shitesi i kalon pronesine e Bleresit te **100.00** % te pjeseve e kapitalit te Shoqerise.

Neni 4 Regjistrimi

4.1. Shitesi dhe Bleresi pranojne te zbatojne e te japin, me kerkese te Bleresit dhe/ose Shoqerise, te gjitha dokumentacionin e duhur ne pergjithesi, per



general, to carry out everything necessary for the sale of the capital shares, which are the subject of this contract, and for to register this item in the Commercial Register at the National Business Center (NBC) as well as in any other Albanian body according to Albanian laws.

Article 5

Warranties and Obligations of the Seller

5.1. The Seller guarantees the Buyer that he has full fees to conclude this contract in a valid way.

5.2. The buyer guarantees the seller that he knows all the rights and obligations on the quotas that he becomes the owner according to the state of the quotas at the time of this sale.

5.3. The seller accepts and guarantees that he knows every right and obligation that the company has in a proportional way with the quotas that everyone has in this company, as a result of this sale.

Article 6

Warranty and Obligations of the Buyer

6.1. The buyer acknowledges that he knows the acts of the Company "PLAN-CONSULT" Sh.p.k., foundation act and statute as well as any act that regulates the activity of the company and accepts them as they are and guarantees their implementation.

6.2. The buyer accepts and guarantees the seller that he knows all the rights and obligations on the quotas that he becomes the owner of according to the state of the quotas at the time of this sales.

te kryer çdo gje te nevojshme per shitjen e pjeseve te kapitalit, qe jane objekt i kesaj kontrate, dhe per te regjistruar kete shtije ne Regjistrin Tregtar prane Qendres Kombetare te Biznesit (QKB) si edhe ne cdo organ tjeter shqiptar sipas ligjeve shqiptare.

Neni 5

Garancite dhe Detyrimet e Shitesit

5.1. Shitesi garanton Bleresin qe ka tagra te plota per te lidhur kete kontrate ne menyre te vlefshme.

5.2. Bleresi garanton Shitesin se u njeh te gjitha te drejtat dhe detyrimet mbi kuotat qe behet pronar sipas gjendjes qe ndodhen kuotat ne momentin e kesaj shitjeje.

5.3. Shitesi pranon dhe garanton se njeh cdo te drejte dhe detyrim qe ka shoqeria ne menyre propocionale me kuotat qe ka gjithesecili ne kete shoqeri, si rrjedhoje e kesaj shitjeje.

Neni 6

Garancia dhe Detyrimet te Bleresit

6.1. Bleresi pranon se njeh aktet e Shoqerise "PLAN-CONSULT" Sh.p.k., akt themelimi dhe statut si dhe cdo akt qe rregullon veprimtarine e shoqerise dhe i pranon ato sikurse jane dhe garantojne zbatimin e tyre.

6.2. Bleresi pranon dhe garanton Shitesin se njeh te gjitha te drejta dhe detyrimet mbi kuotat qe behet pronar sipas gjendjes qe ndodhen kuotat ne momentin e kesaj shitjeje.



6.3. The buyer accepts and guarantees that he knows every right and obligation that the company has in a proportional way with the quotas that are owned, as a result of this sale.

6.4. The buyer acknowledges that he knows Mr. Kujtim Sevrani as administrator of the Company "PLAN-CONSULT" Sh.p.k., and accepts that the Administrator Mr. Kujtim Sevrani continues to be the administrator of the company.

6.5. The buyer acknowledges that he knows all the staff of the company "PLAN-CONSULT" Sh.p.k., and accepts them as they are.

**Article 7
Other**

7.1. The parties guarantee that they have read and understood this contract and its articles.

7.2. This contract between the parties is a complete agreement regarding the object and revokes all previous discussions and agreements of the parties.

7.3. An integral part of this contract is the decision of the two Partners for the sale of the capital shares..

7.4. This contract, as well as any other agreement or document related to it, will be executed and interpreted according to Albanian Law. The competent jurisdiction is the Court of the Judicial District of Tirana.

7.5. This contract has been prepared in 5 (five) copies with the same legal value, and together with the Decision of the Sole Partner of the Company "PLAN-CONSULT" Sh.p.k., will be deposited with the NBC.

6.3. Bleresi pranon dhe garanton se njeh cdo te drejte dhe detyrim qe ka shoqeria ne menyre propocionale me kuotat qe jane pronare, si rrjedhoje e kesaj shitjeje.

6.4. Bleresi pranon se njeh z. Kujtim Sevrani si administrator te Shoqerise "PLAN-CONSULT" Sh.p.k., dhe pranon qe Administratori z. Kujtim Sevrani te vazhdoj te jete administrator i shoqerise.

6.5. Bleresi pranon se njeh gjithë staf personelin e Shoqerise "PLAN-CONSULT" Sh.p.k., dhe i pranon ata sikurse jane.

**Neni 7
Te ndryshme**

7.1. Palet garantojne se ata e kane lexuar dhe kane kuptuar kete kontrate dhe nenet e saj.

7.2. Kjo kontrate mes paleve eshte nje e tere persa i perket objektit dhe revokon te gjitha diskutimet dhe marreveshjet e meparshme te paleve.

7.3. Pjese perberese e kesaj kontrate është edhe vendimi i Ortakeve për shitjen e pjeseve te kapitalit.

7.4. Kjo kontrate, si dhe cdo marreveshje apo dokument tjetër qe ka lidhje me te, do te ekzekutohen dhe interpretohen sipas Ligjit Shqiptar. Juridiksioni kompetent eshte Gjykata e Rrethit Gjyqesor Tirane.

7.5. Kjo kontrate eshte pergatitur ne 5 (pese) kopje me vlere te njejte ligjore.dhe se bashku me Vendimin e Asamblese se Ortakeve te Shoqerise "PLAN-CONSULT" Sh.p.k., do te depozitohen prane QKB.

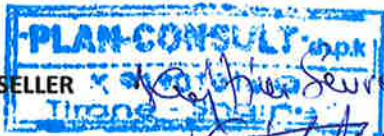
Kontrata eshte bazuar ne nenet 756-760 Kodit Civil dhe Ligjin Nr. 9901 "Per tregtaret dhe shoqerite tregtare" date 14.04.2008, te ndryshuar



The contract is based on articles 756-760 of the Civil Code and Law No. 9901 "For traders and trading companies" dated 14.04.2008, amended.

This English version of the capital sale contract is translated from Albanian language to English language by the Interpreter of English Language znj. Amantia Gjickondi with the respective license that has translated and read the Albanian version of contract to the party Mr. Daniel Richter which has signed the contract in the presence of the Interpreter.

The contract was read before the parties, found to be regular, in accordance with their free and full will, and duly signed by the parties.



THE SELLER

MR. KUJTIM SEVRANI

MR. DANIEL RICHTER

Daniel Richter
DANIEL RICHTER

COMPANY PARTNERS

"PLAN-CONSULT" Shpk

MR. BLENARD DURMISHI

Blenard Durmishi
[Signature]

INTERPRETER

AMANTIA GJICKONDI

Amantia Gjickondi

Version Anglisht i kontrates se shitjes se kapitalit eshte perkthyer nga gjuha shqip ne anglisht nga perkthyesja e gjuhes angleze znj. Amantia Gjickondi pajisur me licensen perkatese qe ka perkthyer dhe lexuar versionin shqip te kontrates ne anglisht pales z. Daniel Richter I cili ka nenshkruar ne prani te perkthyeses.

Kontrata u lexua para paleve, u gjend e rregullt, ne perputhje me vullnetin e tyre te lire dhe te plote, dhe u nenshkrua ne menyre te rregullt nga palet

SHITESI

Z.KUJTIM SEVRANI

Z. DANIEL RICHTER

ORTAKET E SHOQERISE

"PLAN-CONSULT" Shpk

BLERESI

Z.BLENARD DURMISHI

PERKTHYESE

AMANTIA GJICKONDI

Amantia Gjickondi

Kujtim Sevrani

Daniel Richter
DANIEL RICHTER

[Signature]