



REPUBLIKA E SHQIPERISE
Notere: Valbona SH. SELIMI

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Nr. 1297Rep

VERTETIM I NJESISE ME ORIGJINALIN

Sot, me daten 7.04.2018, ne zyren noteriale ne Rr. Hoxha Tahsim, Godina nr. 292, Tirane, para meje noteres Valbona Selimi, u paraqit Z. Xhet Hushi, i lindur me 04.06.1986, ne Elbasan, me leternjoftim nr. 027170103, e nr. personal I60604071R, i njohur personalisht prej meje, i cili me paraqiti origjinalin dhe fotokopjen e dokumentit bashklidhur.

Une noterja pasi bera krahasimin e tyre VERTETOJ SE DOKUMENTI BASHKANGJITUR ËSHTË KOPJE E NJËJTË ME DOKUMENTIN ORIGJINAL te paraqitur nga i interesuari.

Ky vertetim bazohet ne nenet 39/f dhe 56 te Ligjit nr. 7829 dt. 01.06.1994, "Per noterine", udhezimin e Ministrit te Drejtesise Nr. 6291 date 17.08.2005 te ndryshuar me udhezimin nr. 7203 date 16.09.2009.

VALBONA SELIMI / NOTERE



BE IT KNOWN that I, Louise Radakin of Meadowlands, Bridge Lane, Shawford, Winchester, England, a duly authorised Notary Public CERTIFY that on the 26th day of March 2018 there appeared before me personally Ms Katherine Cunningham who identified herself to me by producing to me her British Passport Number 511616033 and who solemnly and sincerely declared that:-

- 1 She is a Solicitor of the Supreme Court of England and Wales and is employed by Osborne Clarke LLP as a corporate solicitor;
- 2 She was present at the offices of Osborne Clarke LLP on 14 March 2018 and she personally witnessed the signature of Clive David Moody on the attached Agreement for the sale and purchase of part of the issued share capital of Banka Credins Sh.A between Swiss Investment Fund for Emerging Markets and BFSE Holding BV dated 14 March 2018 ; and
- 3 That Clive David Moody was duly authorised to sign the document on behalf of BFSE Holding BV; and
- 4 That the document which is hereunto annexed is a true copy of the said Agreement in 7 pages.





Signed and Declared by the said Katherine Cunningham before me at Reading UK this 26th day of March 2018



Louise Radakin Notary Public
Meadowlands, Bridge Lane,
Shawford, Winchester, SO21 2BL





APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Louise Radakin
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at á / en	London
6. the le / el día	28 March 2018
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-808438
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10. Signature Signature Firma	P. Forbes 

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Agreement

for the sale and purchase of part of the issued share capital of
Banka Credins Sh.A

- (1) Swiss Investment Fund for Emerging Markets
- (2) BFSE Holding BV

Dated *14 March* 2018

Osborne Clarke LLP



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 This Agreement is made on

14 MARCH

2018

Between:

- (1) **Swiss Investment Fund for Emerging Markets** (registered in Switzerland and whose registered office is at Bubenbergplatz 11, 3011 Bern, Switzerland (the "**Vendor**")); and
- (2) **BFSE Holding BV** (registered in the Netherlands with company number 34271031) and whose registered office is at and Herengracht 500, 1017 CB Amsterdam, Netherlands (the "**Purchaser**").

Background:

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined below) on the terms of this Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Agreement**" means this agreement (including any schedule or annexure to it).

"**Company**" means Banka Credins Sh.A (a joint stock company registered in Albania founded by verdict of the Court of Tirana District No. 28969) and whose registered office is at Municipal Unit no 5, "Vaso Pasha" Street, No.8, Tirana, TIRANA, the details of which are set out in Schedule 1.

"**Completion**" means the completion of the sale and purchase of the Shares in accordance with clause 4.

"**Consideration**" means the consideration payable by the Purchaser to the Vendor for the Shares under clause 3.

"**Shares**" means 1,527,336 A ordinary shares of USD1 in the capital of the Company.

- 1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) references to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; ; and
- (c) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Sale and purchase of the Shares

- 2.1 Subject to the terms of this Agreement, the Vendor shall sell and the Purchaser shall purchase, with effect from the date of this Agreement, the Shares with:

- (a) full title guarantee (but free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties, which the Vendor does not and could not reasonably be expected to know about); and

